

Work Session

Tuesday, June 11, 2024 4:30 PM

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

I. Call to Order - Chair Cindy Nordstrom

II. Conduct Pledge of Allegiance - Chair Cindy Nordstrom

III. Update on Hiring Status - Lauren Kelly (*Collaboration*)

IV. Integrity: Aligning our actions with our values and beliefs

IV.A. Review Resolution Terminating Support Staff Personnel - Dr. Michael Favor

IV.B. Review budget for FY 2025 - Nicolle Roush

IV.C. Review Agreement between ISD 192 and ISD 917 for Early Childhood Mental Health Program - Dr. Melissa Schaller

IV.D. Review Agreement between ISD 199 and ISD 917 for Early Childhood Mental Health Program - Dr. Melissa Schaller

IV.E. Review Dr. Michael Favor as Iowa Proxy with MDE - Chair Cindy Nordstrom

IV.F. Review BCBA Contracts for 2024-2025 - Lauren Kelly

IV.G. Review Mental Health Professional Coordinator and Centralized Intake Coordinator 2024-2026 Contract - Lauren Kelly

IV.H. Review Custodial Contract for 2024-2026 - Lauren Kelly

IV.I. Review Executive Assistant to the Superintendent and School Board Contract 2024-2026 - Lauren Kelly

IV.J. Review Finance/HR/IT Contract for 2024-2026 - Lauren Kelly

V. Policies (*Integrity*)

V.A.

- **Policy 203.2** Order of the Regular School Board Meeting
- **Policy 206** Public Participation in School Board Meetings/Complaints about persons at School Board Meetings and Data Privacy Considerations
- **Policy 518** DNI-DNR
- **Policy 530** Immunizations
- **Policy 714** Fund Balance
- **Policy 740** Facility Use
- **Policy 808** COVID-19 Face Covering

VI. Update from Student Services - Dr. Melissa Schaller

VII. Updates from Member Districts - All

VIII. Adjournment - Chair Cindy Nordstrom



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

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

RESOLUTION PERTAINING TO THE TERMINATION OF EMPLOYMENT SUPPORT SERVICE EMPLOYEES

WHEREAS, the School Board of Intermediate School District 917 had received on June 11, 2024, from the administration, recommendations on program reductions and termination of support service employees,

BE IT RESOLVED, by the School Board of Intermediate School District 917, as follows:

That the following listed employees be terminated from their position/employment with Intermediate School District 917 effective at the end of the 2023-2024 school year:

Shala Koller-Benson, Katelynn Johnson, Ken Hennes, Ashley Schlegel, Michelle Sutczak, Marshall Ramsey, Keelahni Cummings

The motion for the adoption of the foregoing resolution was duly seconded by Board Member _____ and upon vote being taken thereon, the following voted in favor thereof: _____, and the following voted against same: none.

Whereupon said resolution was declared duly passed and adopted. Dated: June 11, 2024

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity



Intermediate School District 917

Fiscal Year 2025 Proposed Budget

June 11, 2024

Nicolle Roush
Executive Director of Business Services



→ 13

→ 13 A

→ 14

→ 14 A

FILM NEGATIVE

FILM NEGATIVE

FILM NEGATIVE



ISD 917 Vision And Mission

Vision

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

Mission

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



Budget Development & Core Values

Collaboration

Working together to achieve more collectively

Empathy

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

Innovation

Ongoing improvement of programs and services

Stewardship

Managing financial and human resources carefully and responsibly

Communication

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

Integrity

Aligning our actions with our values and beliefs

Personalization

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

Equity

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

Diversity

Appreciating and valuing everyone's unique selves



Budget Development & Strategic Directions



Increase student achievement and engagement

Support and lead staff through continuous improvement

Increase social-emotional learning and skills for students and staff

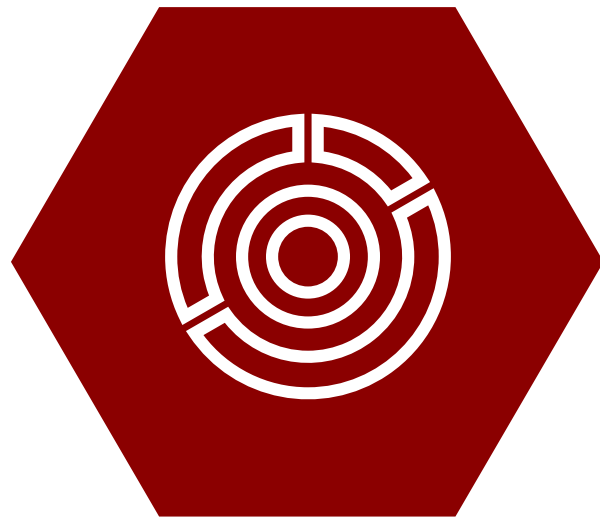
Increase support for ALL through inclusive practices

Deepen engagement of stakeholders through quality, equitable communication practices



Stewardship & Integrity:

ISD 917 Budget Development Process



Proposed Budget Development

January - June

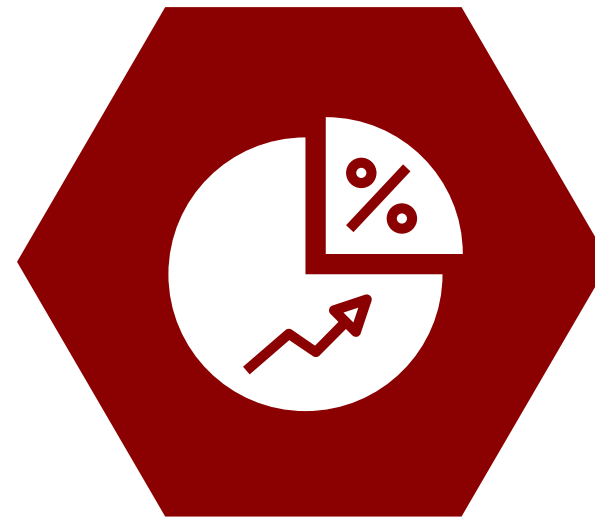
In collaboration with internal and external stakeholders, we develop a proposed budget to support our academic and other programs based on current and projected student enrollments.



School Board Budget Approval

June

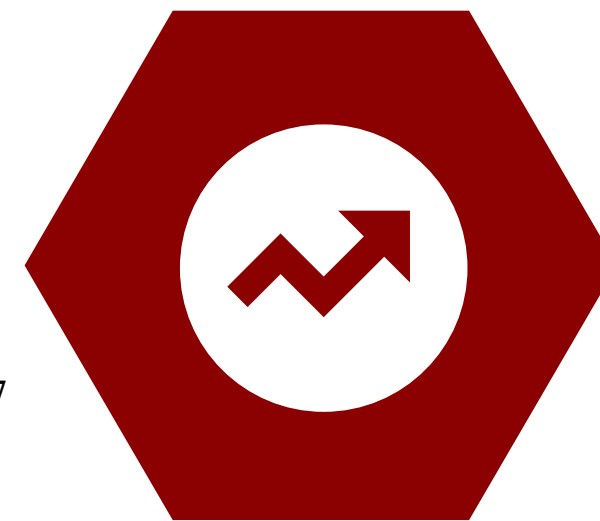
The ISD 917 School Board reviews the proposed budget to ensure it aligns with the district's core values, strategic directions, proposed programming, etc., then discusses and approves it at the June board meeting.



Adopted Budget

July - June

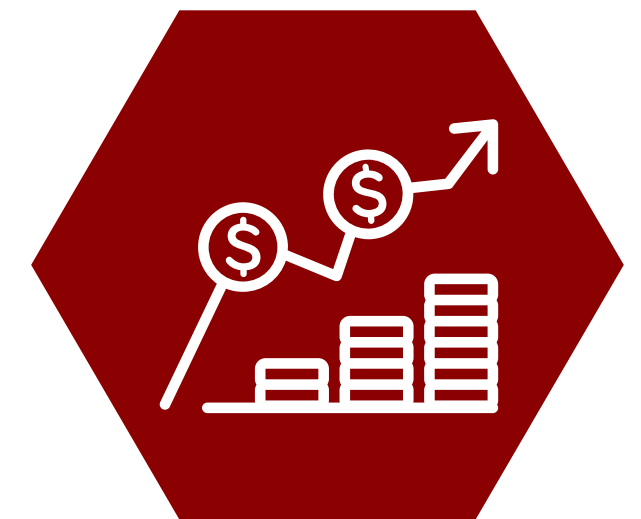
Throughout the school year, ISD 917 makes financial decisions based on the adopted budget.



Revised Budget Development

October - January

If/ as financial conditions change substantially, district administration may request that the ISD 917 School Board review and pass a revised budget to account for changing contexts.



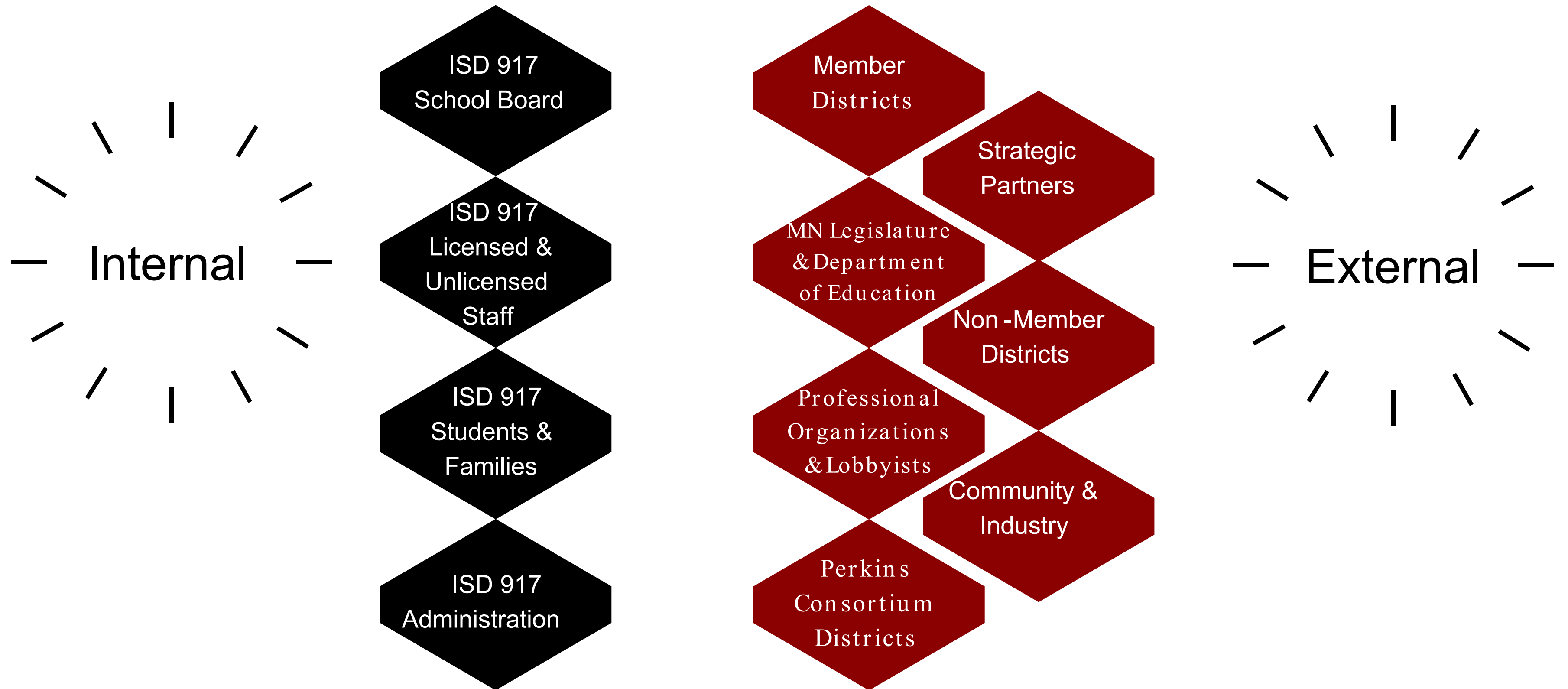
Annual Financial Audit

July - December

An objective review of ISD 917 financial statements by an independent auditor who conducts a thorough review to ensure "financial statements as a whole are free from material misstatement, whether due to fraud or error."



Empathy, Collaboration, & Communication: Internal & External Stakeholders



Innovation, Personalization, Equity, & Diversity:

MN K12 2023 Education Finance Bill

CURRENTLY Included in
ISD 917 FY25 Proposed Budget

- 2% General Education formula increase - *Approximately \$83,800*
- Innovation grant through State Appropriation - *\$892,910*
- PELSB Grant - *\$169,063*
- School Unemployment Insurance Aid - *\$250,000*
- Special Ed. Teacher Pipeline grant - *\$237,437*
- Drive for 5 Five Deeds grant - *\$550,000*
- Career & Technical Education grant - *\$439,875*
- Come Teach in Minnesota grant - *\$30,000*
- Special Ed Separate Site Aids - *\$305,981*
- Universal Free Breakfast & Lunch

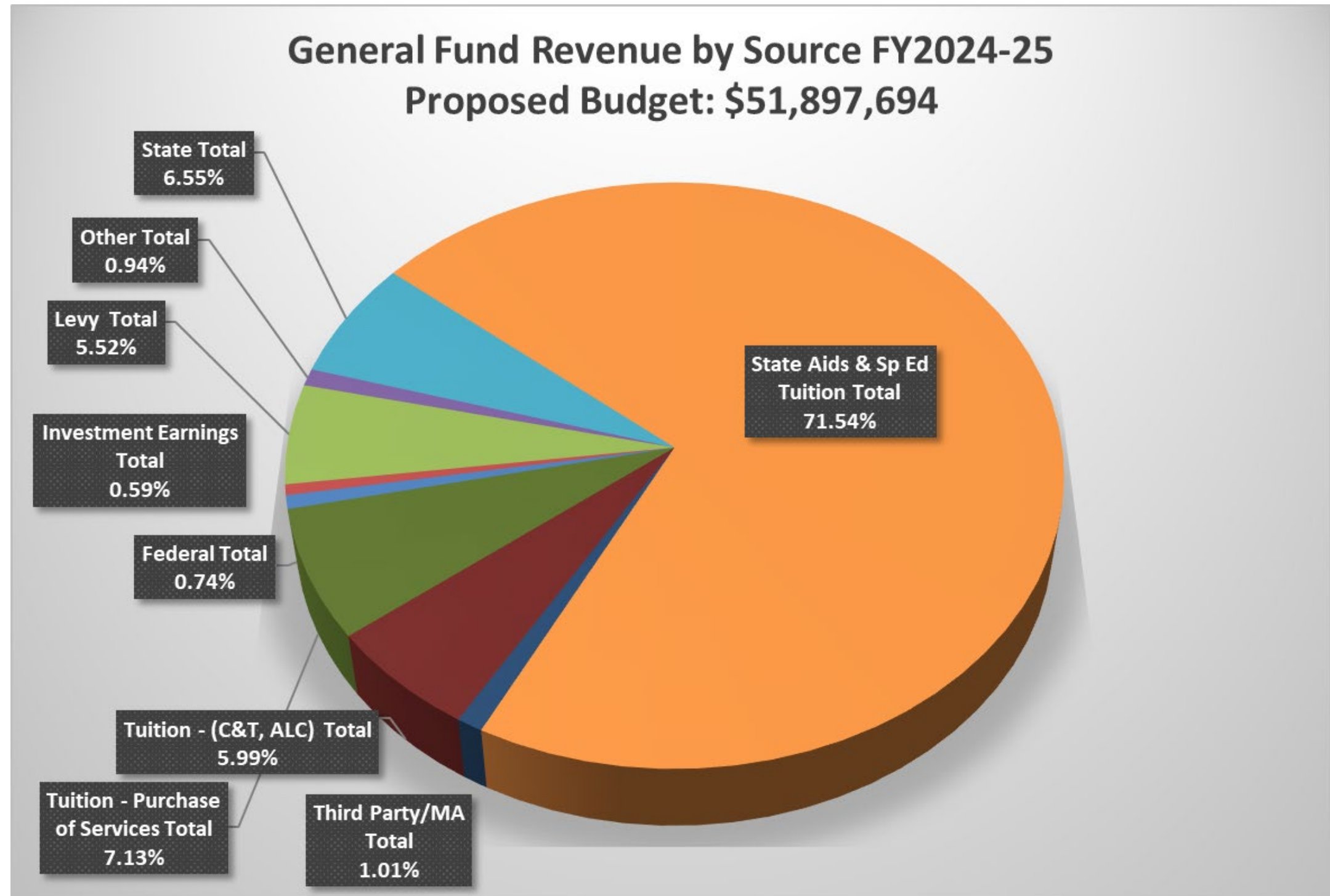
NOT Included in
ISD 917 FY25 Proposed Budget

- Teacher Staff Shortage & Diversity grants
- Student Support Personnel Aid
- READ Act - *\$40,964*
- Special Ed. Teacher Registered Apprenticeship Program - *\$250,000*
- EL Cross-Subsidy
- Pupil Transportation Aid
- Special Education Cross Subsidy assists member districts



Stewardship & Integrity: Funding Sources for ISD 917 FY25

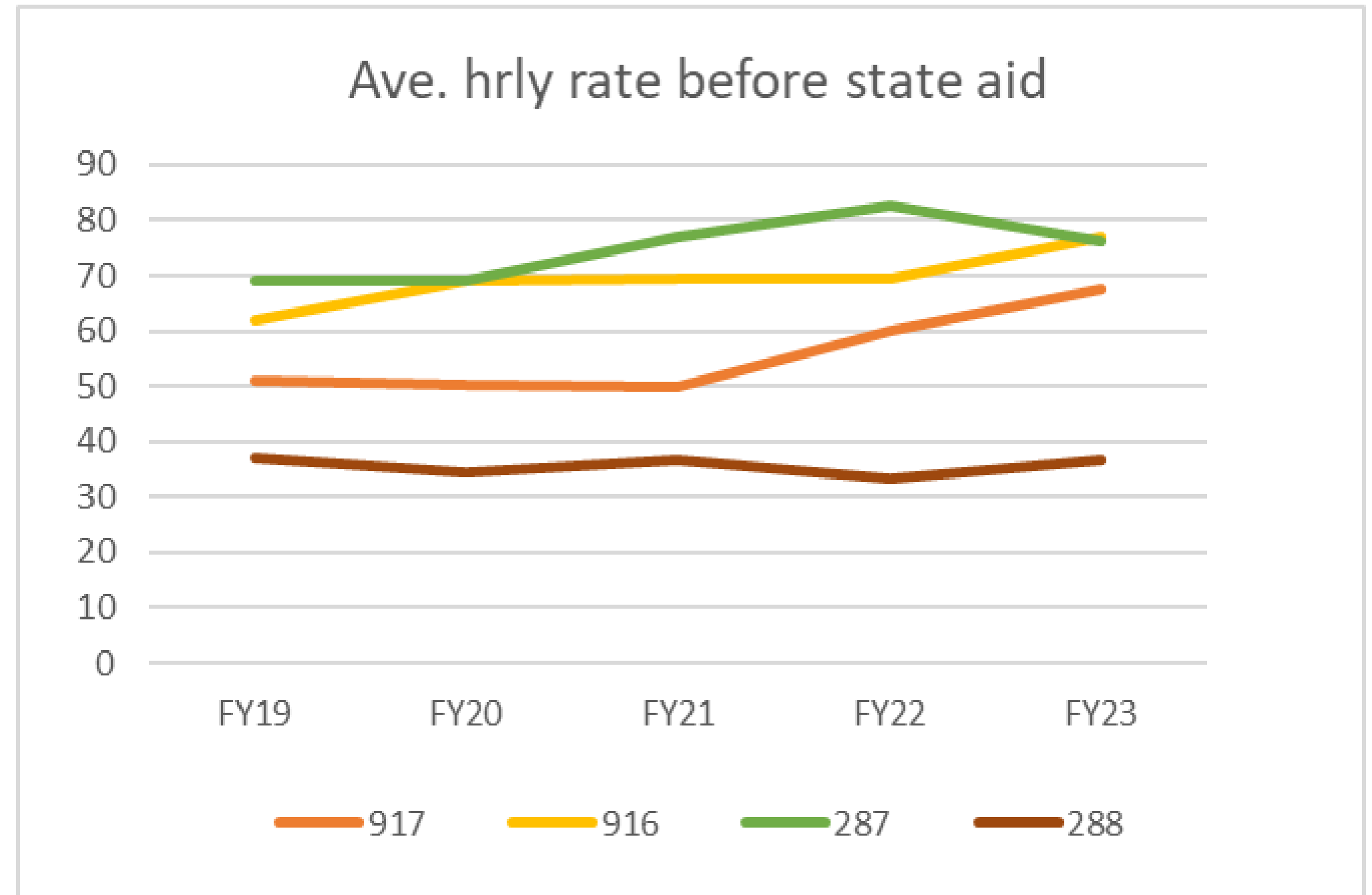
- Proposed FY25 General Fund Revenues = **\$51,897,694**
- The largest revenue source for ISD 917 is from **special education tuition** from school districts
- 84.7% of funding (approximately \$43.9 million) comes from tuition billing
- Most funding for Intermediate School Districts is filtered through member school districts



	Special Education	Career & Technical Education (CTE)	Alternative Learning (DCALS)
FY25 Tuition Hourly Rate	\$79.90	\$21.46	N/ A
FY25 Tuition Hourly Rate Change	+2.55%	+24.41%	N/ A
FY25 Expenditure Budget Change	+15.91%	-23.79%	+5.59%
Impact on Member Districts for FY25	Due to anticipated student hours increase of +13.03% (49 ADMs), est. rate will increase compared to FY24	Due to anticipated student hours decrease of -38.73% (26.33 ADMs), est. rate will increase compared to FY24	DCALS anticipates an increase in enrollment of +27.41% (55 ADMs) and a tuition revenue increase of 26.04%
How Rates Are Calculated	MDE determination: (FY25 special education eligible costs + FY24 state aid + FY25 general education revenue)/ student estimated hours	ISD 917 determination of actual expenditures and student estimated hours	MDE determination: MDE's prescribed general education formula per student weighted ADM

Stewardship: Comparison of Intermediate School Districts

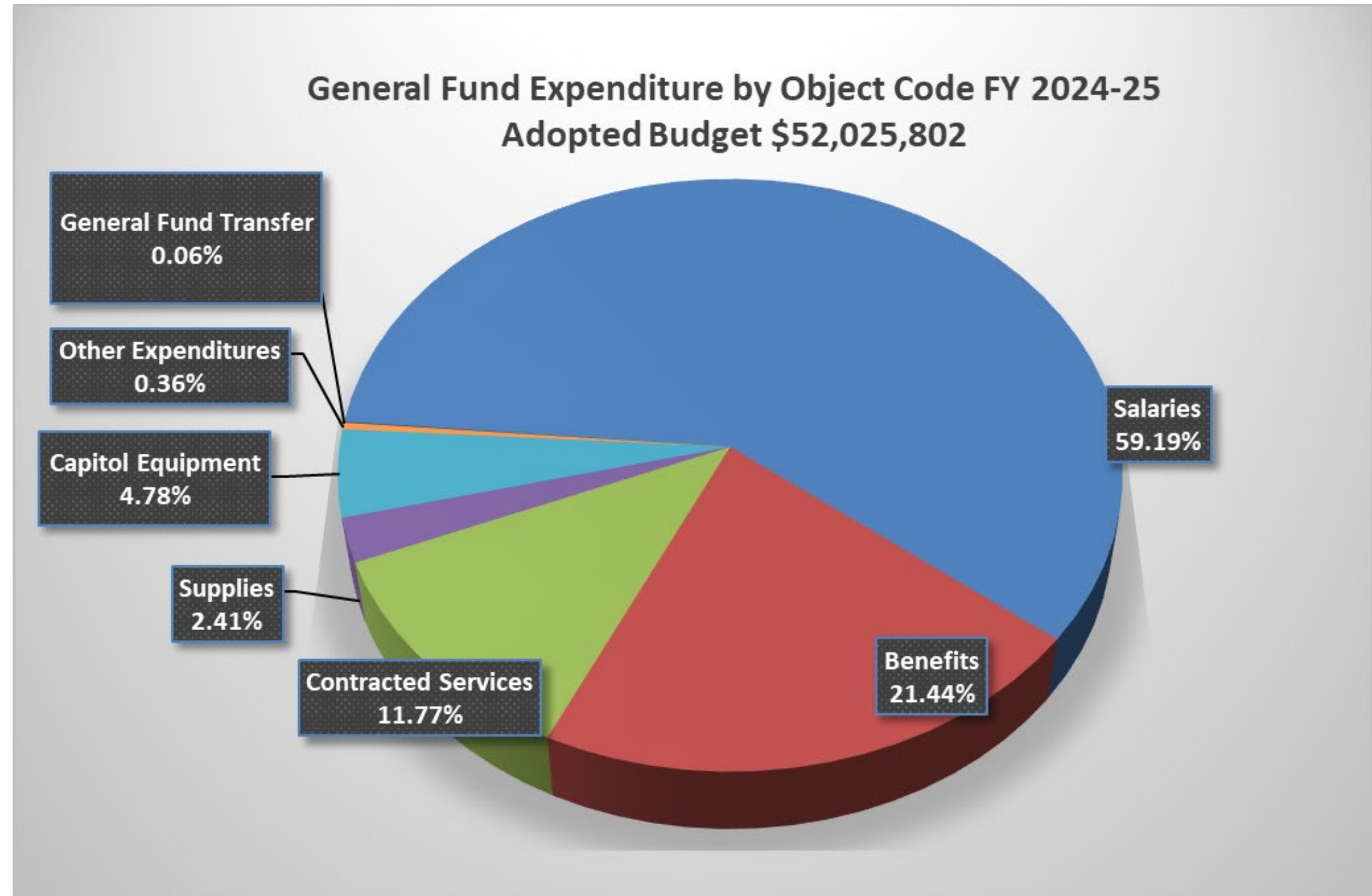
- For the past five years for which we have data, ISD 917 has ranked **2nd** in cost-effectiveness among the four Intermediate School Districts
- Average hourly rates *before* state aid at ISD 917 ranged from \$49.81 to \$67.38 over the past five years for which we have data
- Average hourly rates among the Intermediate School Districts ranged from \$36.68 to \$77.10 in FY 2023



Source: MDE Data Center - Special Education Tuition Billing
MDE Minnesota Funding Reports

Stewardship, Integrity, Equity, Diversity, & Personalization: Revised Expenditures for ISD 917 FY25

- Proposed FY25 General Fund Expenditures = **\$52,025,802**
- The largest expenditures for ISD 917 are **salaries** (59.19%) and **benefits** (21.44%) for ISD 917 staff
- 80.63% of funding (approximately \$41.95 million) goes to salaries and benefits





Stewardship: Fund Balance

- ISD 917 FY25 Proposed Adopted Budget includes a 17.52% operating fund balance, \$9,113,863.
- ISD 917 Policy 714: Fund Balance states ISD 917 will strive to maintain a minimum unassigned general fund balance of 15% of the annual budget
- The proposed adopted fund balance reflects a -2.55% decrease from FY24 revised projected operating Fund Balance due to less general education revenue than overhead and facilities expenditures
- Our plan to address this decrease is to recruit additional teachers and paraprofessionals to increase student enrollment and eliminate a waiting list for special education programs (approximately 108 students, currently)
- Refer to the FY25 Proposed Adopted Budget for additional information on all funds.



Stewardship & Integrity: FY25 Budget Actions

During FY25:

- Negotiate competitive contracts to retain and recruit unfilled teaching positions
- Support innovation to hire highly qualified teachers
- Utilize Listening Circles to inform development of retention plan
- Monitor tuition rates for special education and CTE
- Continue seeking federal, state, and other grant opportunities (currently 5.5% of revenue in ISD 917 FY25 budget)
- Adjust staffing and operations costs accordingly with enrollment changes while supporting strategic directions and implementation of core values
- Evaluate program models for DCALS and CTE to design relevant and financially viable programming

Summary of FY25 Proposed Adopted Expenditure Budget vs. ISD 917 FY24 Revised Budget



- Overall **operating fund** proposal includes an increase in expenditures of 12.93%, \$5.96 million -
- Total of **all** district funds proposal is an increase of 11.99%, \$6.11 million
- Proposal incorporates:
 - Estimated and actual salaries and benefits for employees
 - Increase in staff compliments of 33 non-licensed FTEs and 24.15 licensed FTEs (Current FY24 districtwide staffing compliments include 432 FTEs, FY25 adopted budget plans for 529 FTEs)
 - Program enhancements
 - Closure of Medical Careers, Fundamental Chef and PACES programs
 - Increase in levies, Federal, State and other grand funding opportunities



Thank You!

Questions?

Learn more about ISD 917 at:

www.isd917.org

<https://www.facebook.com/intermediate917>

<https://www.instagram.com/intermediate917>

Nicolle Roush
Executive Director of Business Services



FILM NEGATIVE



Intermediate School District 917

Proposed Budget
2024 - 2025

June 11, 2024

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

Secondary Technical Center Programs:

Secondary Career & Technical Programs Average Rate	2023-24 Est. Hourly Rates 17.25	2024-25 Est. Hourly Rates 21.46	% change 24.41%
Secondary Vocational Student Billable Hours	2023-24 Est. Billable Hours 70,584.00	2024-25 Est. Billable Hours 43,250.00	% change -38.73%
DCALS Student Billable Hours (unweighted)	105,876.00	241,854.00	128.43%
DCALS North Student Billable Hours (unweighted)	78,888.00	0.00	-100.00%
DCALS Ext. Day Student Billable Hours (unweighted)	23,510.70	23,510.70	0.00%
Total Student Billable Hours	\$278,858.70	\$308,614.70	10.67%

(26.33) ADM's
131 ADM's DCALS and North
combined in FY25
(76) ADM's

Special Education Programs:

Special Education Resource Program Average Rate	2023-24 Est. Hourly Rates 77.91	2024-25 Est. Hourly Rates 79.90	% change 2.55%
Purchase of Services Agreements Average Cost per FTE	125,070.34	131,008.00	4.75%
Special Education Resource Student Billable Hours	2023-24 Est. Billable Hours 393,245	2024-25 Est. Billable Hours 444,492	% change 13.03%
Special Education Purchase of Service Billable Hrs	40,129	41,609	3.69%
Total Student Billable Hours	\$433,374.00	\$486,101.12	12.17%

49 ADM's
1 FTE

Intermediate Rate Comparison

Intermediate School District 917

Fiscal Year	Ratio of Exp to Aid	Total Exp	Total Aid	Exp After Aid Applied	Billable Hours (sped only)	Hourly Rate Before Aid	Hourly Rate After Aid
FY19	0.53	\$22,340,890.73	\$11,914,173.81	\$10,426,716.92	439413	\$50.84	\$23.73
FY20	0.55	\$25,425,613.49	\$13,906,025.17	\$11,519,588.32	504435	\$50.40	\$22.84
FY21	0.61	\$26,596,636.72	\$16,346,094.47	\$10,250,542.25	533975	\$49.81	\$19.20
FY22	0.62	\$26,613,636.99	\$16,533,281.34	\$10,080,355.65	443179	\$60.05	\$22.75
FY23	0.65	\$25,327,313.00	\$16,542,487.00	\$8,784,826.00	375862	\$67.38	\$23.37

Run Date 4/10/24

Northeast Metro 916

Fiscal Year	Ratio of Exp to Aid	Total Exp	Total Aid	Exp After Aid Applied	Billable Hours (sped only)	Hourly Rate Before Aid	Hourly Rate After Aid
FY19	0.58	\$31,767,389.21	\$18,467,206.95	\$13,300,182.26	513811	\$61.83	\$25.89
FY20	0.57	\$34,523,229.57	\$19,746,894.91	\$14,776,334.66	500704	\$68.95	\$29.51
FY21	0.62	\$35,570,000.37	\$22,204,397.66	\$13,365,602.71	512567	\$69.40	\$26.08
FY22	0.66	\$32,538,566.76	\$21,347,635.50	\$11,190,931.26	467539	\$69.60	\$23.94
FY23	0.6	\$33,963,183.00	\$20,515,817.00	\$13,447,365.00	440506	\$77.10	\$30.53

Intermediate School District 287

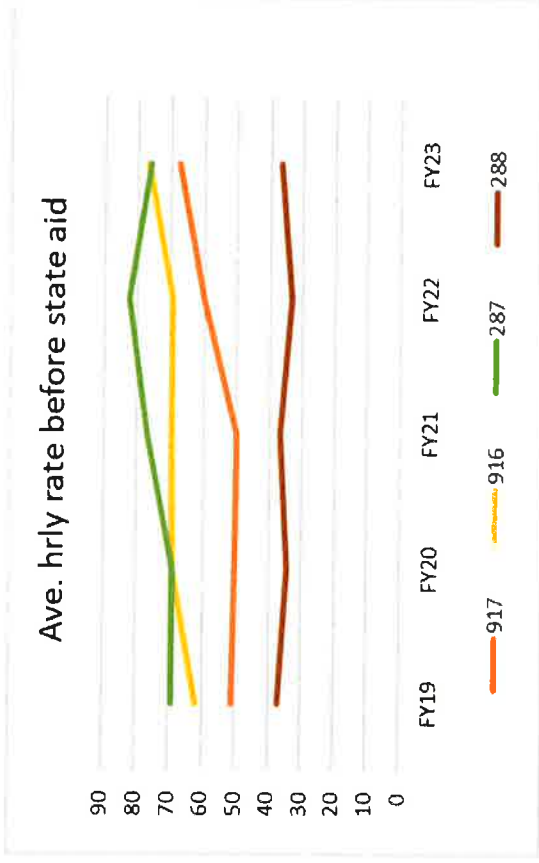
Fiscal Year	Ratio of Exp to Aid	Total Exp	Total Aid	Exp After Aid Applied	Billable Hours (sped only)	Hourly Rate Before Aid	Hourly Rate After Aid
FY19	0.55	\$39,985,087.36	\$22,093,865.99	\$17,891,221.38	579524	\$69.00	\$30.87
FY20	0.57	\$40,342,871.43	\$23,138,895.82	\$17,203,975.61	583679	\$69.12	\$29.48
FY21	0.59	\$41,275,184.14	\$24,467,392.79	\$16,807,791.35	536687	\$76.91	\$31.32
FY22	0.60	\$39,818,855.90	\$23,679,209.61	\$16,139,646.29	482956	\$82.45	\$33.42
FY23	0.59	\$39,056,509.00	\$23,236,997.00	\$15,819,512.00	511320	\$76.38	\$30.94

Southwest Metro Intermediate 288

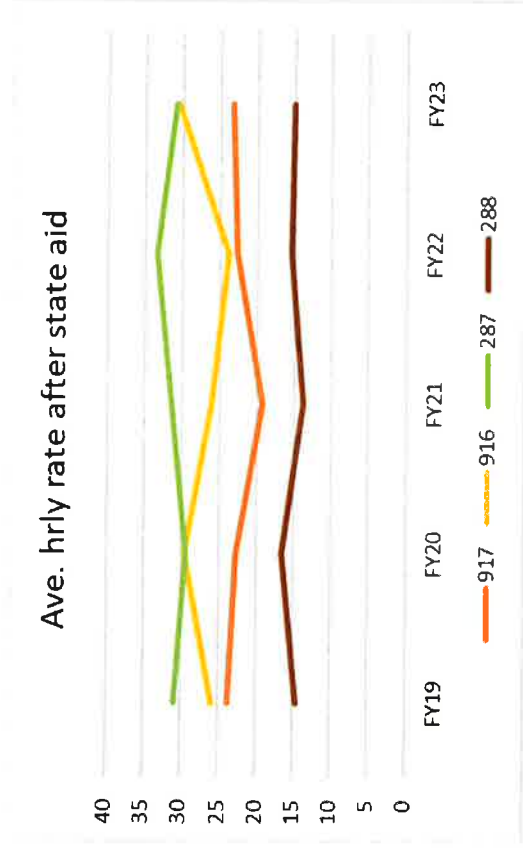
Fiscal Year	Ratio of Exp to Aid	Total Exp	Total Aid	Exp After Aid Applied	Billable Hours (sped only)	Hourly Rate Before Aid	Hourly Rate After Aid
FY19	0.61	\$7,502,699	\$4,565,034	\$2,937,665	201676	\$37.20	\$14.57
FY20	0.52	\$8,585,673	\$4,444,266	\$4,141,406	249345	\$34.43	\$16.61
FY21	0.62	\$9,443,640	\$5,902,155	\$3,541,485	258179	\$36.58	\$13.72
FY22	0.54	\$10,852,399	\$5,839,016	\$5,013,383	324095	\$33.49	\$15.47
FY23	0.59	\$12,100,660	\$7,130,853	\$4,969,807	329872	\$36.68	\$15.07

Intermediate Rate Comparison

Hourly rate before aid	FY19	FY20	FY21	FY22	FY23
917	50.84	50.40	49.81	60.05	67.38
916	61.83	68.95	69.40	69.60	77.10
287	69.00	69.12	76.91	82.45	76.38
288	37.20	34.43	36.58	33.49	36.68



Hourly rate after aid	FY19	FY20	FY21	FY22	FY23
917	23.73	22.84	19.20	22.75	23.37
916	25.89	29.51	26.08	23.94	30.53
287	30.87	29.48	31.32	33.42	30.94
288	14.57	16.61	13.72	15.47	15.07



Intermediate School District 917

2024 - 2025

Overview of Proposed Adopted Budget

Fund #	Fund Name	Projected Fund Balance 6/30/2024	Projected Revenues	Projected Expenditures	Projected Fund Balance 6/30/2025
1	Secondary	3,271,026	4,727,040	4,705,074	3,292,992
2	Special Education	5,898,192	46,399,603	46,553,325	5,744,470
5	Gen Capital Exp.	18,497	536,250	527,400	27,347
10	Institutional Support	19,481	216,814	216,822	19,473
13	Secondary Resale	13,097	8,500	9,250	12,347
14	Special Ed Resale	18,509	8,500	7,700	19,309
15	917 Support Services	0	0	0	0
50	Student Activities	3,169	987	6,231	-2,075
	Total Operating Fund	9,241,971	51,897,694	52,025,802	9,113,863
3	Food and Nutrition	0	224,600	224,600	0
20	Internal Service Fund	-473,118	190,348	-1,500	-281,270
21	Self Funded Dental Ins. Plan	600,395	485,500	529,140	556,755
22	Self Funded Health Ins. Plan	6,290,005	5,176,000	4,292,400	7,173,605
	Total Funds	15,659,253	57,974,142	57,070,442	16,562,953

The general funds projected reserved/unassigned fund balance as of 6/30/2024	\$ 9,113,863
Preliminary operating fund balance	
Preliminary operating fund balance as a percentage of expenditures	17.52%
Excluding restricted fund balance (Fund 5)	17.64%
FY24 revised projected unassigned fund balance	20.26%

**Intermediate School District 917
Balance Sheet - GASB 54 Fund Balances
Governmental Funds as of June 30, 2025**

	Fund 1	Fund 2	Fund 5	General Fund				Food Service	Internal Service	Self Funded Dental	Self Funded Medical	Student Activities	Total Fund Balance
	Fund 1	Fund 2	Fund 5	Fund 10	Fund 13	Fund 14	Fund 15	Fund 3	Fund 20	Fund 21	Fund 22	Fund 50	
Nonspendable:													
inventories													
prepaid expenses													
Restricted for:													
health and safety													
basic skills compensatory													
deferred maintenance projects													
operating capitol/bond payment			27,347										27,347
safe schools levy													
OPEB													
other fund activities													
Committed for:													
fund balance for next year													
Assigned for:													
next year severance pay													
next year retiree health													
school carryover budgets													
scholarships													
encumbrances													
Unassigned for:													
unassigned	3,292,992	5,744,470	0	19,473	12,347	19,309	0		-281,270	556,755	7,173,605	-2,075	16,535,606
24-25 Projected Fund Balance	3,292,992	5,744,470	27,347	19,473	12,347	19,309	0	0	-281,270	556,755	7,173,605	-2,075	16,562,953
23-24 Est. Fund Balance	3,271,026	5,898,192	18,497	19,481	13,097	18,509	0	0	-473,118	600,395	6,290,005	3,169	15,659,253
Change	21,966	-153,722	8,850	-8	-750	800	0	0	191,848	-43,640	883,600	-5,244	908,944

Intermediate School District 917

Expenditure Comparison

2023-24 Revised Budget and 2024-25 Proposed Adopted Budget

Fund #	Description	FY 23-24 Revised Exp. Budget	FY 24-25 Adopted Exp. Budget	Difference	Percent Change
1	Secondary	4,497,951	4,705,074	207,123	4.60%
2	Special Ed.	40,774,142	46,553,325	5,779,183	14.17%
5	Capital Improvements	529,025	527,400	-1,625	-0.31%
10	Institutional Support	247,134	216,822	-30,312	-12.27%
13	Secondary Resale	11,655	9,250	-2,405	-20.63%
14	Special Ed Resale	5,500	7,700	2,200	40.00%
15	917 Support Services	0	0	0	0.00%
50	Student Activities	4,001	6,231	2,230	55.74%
	Total Operating Fund	46,069,408	52,025,802	5,956,394	12.93%
3	Food and Nutrition	213,813	224,600	10,787	5.05%
20	Internal Service Fund	9,900	-1,500	-11,400	-115.15%
21	Self Funded Dental Ins. Plan	497,600	529,140	31,540	6.34%
22	Self Funded Health Ins. Plan	4,171,200	4,292,400	121,200	2.91%
	Total Funds	50,961,921	57,070,442	6,108,521	11.99%

Highlight of significant changes between 2023-24 revised expenses vs 2024-25 adopted expenses:

- Fund 1 Salary and benefit increases built in for estimated and actual contract settlements. Additional budget adjustment detail enclosed on page 8 and 9.
- Fund 2 Salary and benefit increases built in for estimated and actual contract settlements. Additional budget adjustment detail enclosed on page 8 and 9.
- Fund 10 Decrease in grant funding from Expanded Summer Learning F164 (\$83,691). Increase in Expanded Summer Learning F169 \$44,697.
- Fund 3 Increase assumptions on meals served from anticipated student growth and participation with universal free meals provided.
- Fund 20 Anticipate slight decrease in severance obligations with retirements.
- Fund 22 Decreased assumptions on projected medical claims.

FY25 Intermediate School District 917 Revised Budget Assumptions

2% increase in General Ed formula per ADM: DCALS generates \$38,200 and Special Education \$45,600

2023-25 Contracts settled:

Assistant Director/Principal contract	3.84%	24-25 school year
Assistant Principal/Liaison contract	5.87%	24-25 school year
Coordinator contract	4.44%	24-25 school year
Executive Director and Director contract	3.48%	24-25 school year
Teacher contract	6.29%	24-25 school year

2024-25 Contracts unsettled:

BCBA	10.80%	24-25 school year
Mental Health & Centralized Intake Coordinator	7.08%	24-25 school year

2024-26 Contracts unsettled:

Classified Full Year contract	3.88%	Estimate
Classified School Year contract	5.00%	Estimate
Clerical contract	5.00%	Estimate
Custodian contract	3.97%	Estimate
Executive Assistant costs for salary and benefits	4.00%	Estimate
Health Associate contract	5.00%	Estimate
Interpreter contract	5.00%	Estimate
Paraprofessional contract	7.50%	Estimate

2024-27 Contracts settled:

Superintendent	2.40%
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Enrollment Assumptions:

Secondary Vocational Programs	-26.33	ADMs
DCALS and DCALS North	55	ADMs
Special Education	49	ADMs

Total ADM Changes 77.67

**HIGHLIGHT OF SIGNIFICANT CHANGES BETWEEN
2023-24 REVISED EXPENSES VS 2024-25 ADOPTED EXPENSES**

Fund 1					
DCALS	Principal shift FTE to provide supervision to JSC and New Chance sites under fund 02	-0.20	FTE	(\$37,260)	
	School Counselor to provide student supports to JSC and New Chance sites under fund 02	-0.20	FTE	(\$26,940)	
	Decrease Academic Liaison	-1.00	FTE	(\$101,332)	
	Decrease result in shift of Senior Licensed Teacher			(\$38,000)	
Secondary Vocational	Decrease Medical Careers Lic Teacher, Non-Licensed Tech Tutor, Supplies and equipment	-2.00	FTE	(\$149,138)	
	Decrease Fundamental Chef Licensed Teacher	-0.26	FTE	(\$24,986)	
	Decrease Non-licensed Tech Tutor Automotive Program	-1.00	FTE	(\$49,215)	
	Increase in Carl Perkins funds			\$17,350	
District Wide	Increase MSC CTE Brightworks grant			\$439,875	
	Total Changes in Fund 1 in comparison to FY24	-4.66	FTE	\$30,354	

Note: If these differences were added back to budget would be 3.93% increase over FY24

**HIGHLIGHT OF SIGNIFICANT CHANGES BETWEEN
2023-24 REVISED EXPENSES VS 2024-25 ADOPTED EXPENSES**

Fund 2		3.00	FTE	\$153,030
Non-Licensed staff changes	Increase Interpreters FTE's		FTE	
	Increase in Non-licensed Paraprofessional staff	28.00	FTE	\$1,204,000
	Increase in Non-licensed Paraprofessional staff daily hours to 7.5 hours			\$134,000
Licensed staff changes	Increase Licensed Teachers	16.75	FTE	\$1,335,000
	Increase Licensed support staff	2.20	FTE	\$286,000
	Increase Licensed related support staff OT, Speech Pathologist, Social Worker, School Psych.	7.20	FTE	\$937,000
	Increase Principal	0.20	FTE	\$37,260
	Increase School Counselor for JSC and New Chance	0.20	FTE	\$26,940
District Wide	Decrease in Innovative Mental Health funds from state			(\$88,000)
	Decrease in sub costs			(\$140,000)
	Decrease in contracted staff costs comparing FY24 budget is coming in much lower			(\$1,164,295)
	Decrease due to closing of PACES and expansion of TESA programs net change			(\$689,809)
	Increase in Levies (includes Lease, Safe Schools and LTFM Levies)			\$46,448
	Increase in workers compensation insurance, property insurance and food service fund transfer			\$129,600
	Increase in overhead costs (IT department replacement of phone system and transition plan business office)			\$221,000
	Increase in due to replacement of 4 HVAC units anticipated costs higher than FY25			\$18,000
	Increase in MA funds and Title 1 funds			\$152,478
	Increase in new state grants Special Pipeline Funds and Drive for 5 DEEDS			\$787,437
	Total Changes in Fund 2	57.55	FTE	\$3,386,089

Note: If these differences were added back the budget increase would be 5.87% over FY24

ISD 917 Levies FY24 vs. FY25

District	FY24 Lease Levy payable 2024	FY25 Lease Levy payable 2025	FY25 AEC Levy payable 2024	FY26 AEC Levy payable 2025	FY24 Safe School Levy payable 2024	FY25 Safe School Levy payable 2025	FY25 LTFM payable 2024	FY26 LTFM payable 2025	\$ change from prior year levies	% Change from prior year levies
6	\$91,746.08	\$101,266.10	\$28,906.78	\$29,425.16	\$43,615.95	\$42,770.10	\$7,690.48	\$11,318.65	\$12,820.72	7.46%
191	\$175,221.40	\$187,654.01	\$78,830.68	\$78,767.08	\$119,544.60	\$121,956.00	\$26,126.80	\$38,452.75	\$27,106.36	6.78%
192	\$221,333.18	\$242,187.79	\$70,767.07	\$67,717.65	\$108,246.90	\$109,740.00	\$17,672.48	\$26,009.90	\$27,635.71	6.61%
194	\$296,023.13	\$264,116.64	\$95,302.03	\$93,103.78	\$197,412.75	\$206,358.00	\$34,338.08	\$50,537.90	(\$8,959.67)	-1.44%
195	\$15,164.93	\$15,351.12	\$5,310.71	\$7,134.47	\$16,040.10	\$14,028.00	\$2,256.80	\$3,321.50	\$1,062.55	2.74%
197	\$147,855.62	\$158,103.93	\$61,273.04	\$57,452.33	\$80,069.85	\$83,082.00	\$21,040.32	\$30,966.60	\$19,366.03	6.24%
199	\$113,116.01	\$126,173.99	\$50,159.01	\$53,166.58	\$54,714.00	\$50,961.00	\$11,336.08	\$16,684.15	\$17,660.62	7.70%
200	\$147,797.41	\$140,022.11	\$44,486.18	\$47,580.31	\$63,533.40	\$63,810.00	\$13,245.68	\$19,494.65	\$1,844.40	0.69%
271	\$238,155.66	\$248,798.01	\$88,464.50	\$90,902.64	\$163,899.75	\$161,933.40	\$39,893.28	\$58,713.90	\$29,934.76	5.64%
Totals	\$1,446,413.42	\$1,483,673.70	\$523,500.00	\$525,250.00	\$847,077.30	\$854,638.50	\$173,600.00	\$255,500.00	\$128,471.48	4.30%

*Lease Levy allocated based on 4 variables: TNTC, APU's, Five Year Average Special Education Tuition Costs, and 20-21 Student Utilization.

*Safe School Levy allocated based on member district APU's

*LTFM levy allocated based on 2 variables: TNTC and APU's

Nicolle Roush updated 4.12.24 brought to board May 7th, 2024 for approval

**Proposed Adopted Revenue Budget
5/22/2024**

Fund	Sum of FY24 Revised Budget	Sum of FY25 Next Year Budget
01	4,161,636	4,727,040
02	40,254,046	46,399,603
03	213,813	224,600
05	536,125	536,250
10	266,615	216,814
13	3,000	8,500
14	9,050	8,500
20	187,066	190,348
21	480,000	485,500
22	4,600,500	5,176,000
50	1,450	987
Grand Total	\$ 50,713,301.00	\$ 57,974,142.00

**Proposed Adopted Expenditure Budget
5/21/2024**

Fund	Sum of FY24 Revised Budget	Sum of FY25 Next Year Budget
01	4,497,951	4,705,074
02	40,773,904	46,553,325
03	213,813	224,600
05	529,025	527,400
10	247,134	216,822
13	16,155	9,250
14	10,000	7,700
15	0	0
20	9,900	(1,500)
21	497,600	529,140
22	4,171,200	4,292,400
50	4,001	6,231
Grand Total	\$50,970,683.00	\$57,070,442.00

AGREEMENT

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

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2024, by and between Independent School District #192 ("ISD 192"), and Intermediate School District #917 ("ISD 917").

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

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

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

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Deb Johnson, an early childhood special education teacher for ISD 192, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2024-2025 school year.

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

2. REIMBURSEMENT OF SALARY AND BENEFITS

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

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

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

3. LIABILITY AND INSURANCE

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

4. PERSONNEL

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

5. CONFIDENTIALITY AND DATA PRACTICES

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

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2024, through June 30, 2025. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

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

8. NOTICE

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

ISD 192: Dana Strop
Name of Director of Special Services

20655 Flagstaff Avenue
Address

Farmington, MN 55024
City, State, Zip

651-463-5022
Phone

651-463-5071
Fax

ISD 917:

Melissa Schaller
Name of Executive Director of Student Services

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

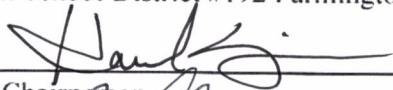
651-423-8204
Phone
651-423-8776
Fax

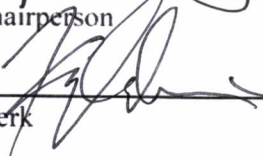
9. GENERAL

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

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

Independent School District #192 Farmington Area Public Schools

By: 
It's Chairperson

By: 
It's Clerk

Dated: May 13, 2024 School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

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

AGREEMENT

Independent School District #199 ("ISD 199") and
Intermediate School District #917 ("ISD 917")

THIS AGREEMENT ("Agreement") entered into this 22 day of APRIL, 2024, by and between Independent School District #199 ("ISD 199"), and Intermediate School District #917 ("ISD 917").

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

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

WHEREAS, ISD 199 agrees to provide for purchase by ISD 917 an appropriately licensed early childhood special education teacher for the early childhood mental health program;

NOW THEREFORE IT IS AGREED:

1. EMPLOYMENT

Erin Lencowski, an early childhood special education teacher for ISD 199, has been hired to provide services to students receiving early childhood special education services in the mental health program provided by ISD 917 for the 2024-2025 school year.

Erin Lencowski will be a full-time teacher of ISD 199 entitled to all salary and benefits as described in the master agreement between ISD 199 and the Inver Grove Heights Education Association representing teachers and is subject to the policies, regulations, benefits, and laws applicable to School Board employees.

2. REIMBURSEMENT OF SALARY AND BENEFITS

The parties agree that, during the term of this Agreement, ISD 917 will reimburse ISD 199 the full cost of salary and benefits. ISD 917 agrees to remit payment in two equal installments payable mid-year and prior to June 15 based on billing from ISD 199.

Additional compensation for professional development paid hourly at the employee's hourly rate will be billed by ISD 199 to ISD 917 separately. In addition, mileage paid at the federal mileage rate incurred by the employee will be billed by ISD 199 to ISD 917 separately.

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

3. LIABILITY AND INSURANCE

ISD 917 assumes liability for the acts and omissions of its employees, but does not assume any liability for the acts or omissions the employees, agents and assigns of ISD 199. ISD 917 and ISD 199 agree that they will at all times during the term of the Agreement, have and keep in force a liability policy that names the other as an additional insured. Limits will include one million dollars (\$1,000,000.00) for each occurrence with two million dollars (\$2,000,000.00) aggregate. Each agrees to provide a Certificate of Insurance to the other upon request.

4. PERSONNEL

ISD 917 and ISD 199 hereby acknowledge and agree that ISD 199's employees are not employees of ISD 917, and that ISD 199's employees or its agents will have no authority to bind ISD 917 or otherwise incur liability on behalf of ISD 917 without the express written delegation of authority by ISD 917. ISD 917 shall have no obligation to provide any ISD 199 employee with benefits or privileges of any kind or nature including, without limitation, insurance benefits, pension benefits, worker's compensation benefits or any other benefits ISD 917 provides to its employees. ISD 199 has exclusive control and the right to hire and discharge any of its employees rendering services under this Agreement. ISD 199 will be solely responsible for the payment of wages, taxes, and other related charges for services rendered under this Agreement by its employees.

5. CONFIDENTIALITY AND DATA PRACTICES

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

6. TERM, TERMINATION, OR MODIFICATION

The term of this Agreement shall be from July 1, 2024, through June 30, 2025. If the parties mutually agree in writing, this Agreement may be terminated on the terms and the date stipulated in such a separate written document. This Agreement may not be modified without the written and mutual consent of both parties.

7. CONTRACT ADMINISTRATION

The Agreement shall be administered on behalf of ISD 199 by the Superintendent or designee and shall be administered on behalf of ISD 917 by the superintendent or designee.

8. NOTICE

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

ISD 199: Abel Riodique

Name of Director of Special Services

2990 80th Street East

Address

Inver Grove Heights, MN 55076

City, State, Zip

651-306-7828

Phone

651-306-7295

Fax

ISD 917: Melissa Schaller

Name of Executive Director of Student Services

14300 145th Street East

Address

Rosemount, MN 55068

City, State, Zip

651-423-8204

Phone

651-423-8776

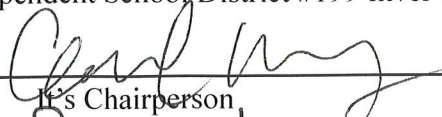
Fax

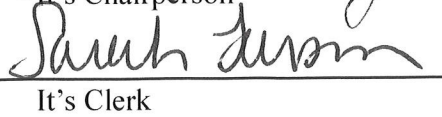
9. GENERAL

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

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

Independent School District #199 Inver Grove Heights Public Schools

By: 
It's Chairperson

By: 
It's Clerk

Dated: April 22, 2024

School Board's Tax Identification Number: 41-6007663

Intermediate School District 917

By: _____
It's Chairperson

By: _____
It's Clerk

Dated: 20__ School Board's Tax Identification Number: _____



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOWA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOWA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOWA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOWA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOWA. The IOWA will grant the IOWA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Intermediate School District 917

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): **091706**

Superintendent or Exec. Director Name: Dr. Michael Favor

Will act as the IOWA? Yes No

If no, identify below the individual who will act as the IOWA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOWA) for this organization:

Print Name: Dr. Michael Favor

Title: Superintendent

Board Member Signature:

Name: _____

Date: June 11, 2024

Once the EDIAM Board Resolution is completed, scan and email it to: useraccess.mde@state.mn.us



Intermediate School District 917

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1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 11, 2024

Re: Summary of Changes for Board Certified Behavior Analysts (BCBAs) 2024-2025 Contract

Following two (2) meetings with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 10.8% over one year (2024-2025).
 - a. The contract was changed from a two-year contract to a one-year contract to enable the group to negotiate their contract in alignment with the teacher group.
 - b. The mental health professional coordinator was removed from this group and added to another group better matching the workdays required for the position.
1. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
 - a. Restricted periods where PTO cannot be used were modified slightly to give a little more flexibility surrounding three-day weekends, such as President's Day.
2. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
3. Salary Impacts: While the BCBAs' work days remained at least 190 (up to 195), the schedule and way they are paid changed:
 - a. BCBAs work the 185 to 187 day ISD 917 teacher calendar and their pay is divided evenly over a given number of paychecks.
 - i. This salary schedule is an exact replica of the 2024-2025 teacher schedule.
 - b. The 40 hours of work required in the summer will now be paid via timesheet at the employee's hourly rate, which will include the new BCBA stipend of \$3,000, which was added to align with the lead teacher stipend and to replace the additional percentage increase that the BCBAs previously received compared to the teacher salary schedule.
 - c. The pay schedule, which is normally not addressed in contract language, was added as a record of what was agreed upon between the district and the BCBAs in order to get the BCBAs on the same pay schedule as the teacher group due to their new work schedule and getting paid summer hours via timesheet.
4. Lane change language was modified to match the new teacher lane change language.

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity



Intermediate School District 917

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

5. Benefits changes:

- a. Both the individual and family copay coverage option was dropped for January 2025.
- b. HSA medical insurance changes:
 - i. Clarifying that eligibility is for employees working 0.75 FTE or more.
 - ii. In January 2025, family insurance contributions will increase by \$200 and individual insurance contributions will increase by \$5.
- c. Dental insurance information remained the same, but moved up for flow and to align with other contracts.
- d. Duration of insurance was addressed so that it matched the teacher contract where anyone who finishes the school year receives insurance coverage through August 31 of that same year.

6. Mentor stipend was expanded from mentoring first-year employees for \$500 to include second-year employees as well for \$400.

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INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF
EMPLOYMENT FOR
BOARD CERTIFIED BEHAVIOR ANALYSTS

and

~~MENTAL HEALTH PROFESSIONAL COORDINATORS~~

July 1, ~~2022-2024~~ – June 30, ~~2024~~2025

APPROVED BY THE SCHOOL BOARD:

~~May 3, 2022~~June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions provided herein, cover those employees who enter into this agreement with the School Board of Intermediate District 917, Rosemount, Minnesota (School District) beginning July 1, ~~2022~~2024, as a Board-Certified Behavior Analyst (BCBA) ~~or a Mental Health Professional Coordinator~~. These terms and conditions of employment as provided herein, will continue through the week of June 30, ~~2024~~2025, or until otherwise amended.

**ARTICLE II
LEAVES OF ABSENCE**

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use, and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. Full-Time Employees: ~~All full-time employees as defined in Article III, Section 1, working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract school year, ten (10) of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. The credit PTO shall be made frontloaded at the beginning of each school year. Part-time and job share employees shall accrue PTO days on a pro-rata basis. Employees who take medical or parental leave of absence, under this article, shall retain all their number of PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave. If an employee leaves the District having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.~~

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Subd. 2. Part-Time and Job Share Employees: ~~Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.~~

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~~Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.~~

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

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Subd. 24. At the end of each contract year, unused paid leave days (PTO and/or sick leave) days will be processed as follows:

a) a.—An employee's unused PTO hours will be rolled into a sick leave bank.

b) If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.

c)

b.—Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

c.—Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year. This option may not be granted in consecutive school years.

Subd. 35. The first three (3) days used for illness each contract year will be deducted from that year's PTO days. Subsequent days used for illness will be deducted from an employee's accrued sick leave balance unless the employee wishes to have them taken from the current year's PTO days. An employee may use their ten (10) PTO days allotted for ESSL in accordance with state statute. PTO and accumulated sick leave may be used by employees for illness of the employee, and the employee's child under 18, and/or the employee's parent or parent-in law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off

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~~beyond the twenty (20) days noted herein per the Family Medical Leave Act and the district leave policies.~~

Subd. 46. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending ~~physician-medical provider~~ indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending ~~physician-medical provider~~ stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 67. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 68. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

~~For reasons of a three (3)-day notice is not needed for ESSL, illness, or bereavement, a three-day notice is not required unless the use is for foreseeable reasons, such as planned medical or dental appointments.~~

~~In the situation of a request for use of PTO with less than a three (3)-day notice, it is required that the employee provide an explanation of why a three (3)-day notice was not possible and the reason for the absence is required. For reasons other than illness or bereavement, employees must receive pre-approval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.~~

Subd. 79. PTO shall be granted in ~~one quarter-hour increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four-hour increments.~~ Supervisors shall not approve requests for the use of PTO days typically shall not be granted for on the day preceding or the day following holidays, vacation periods Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, conference days or in-service/workshop days and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of ESSL, illness, or bereavement. PTO days shall not be granted during parent conference days or inservice days except for reasons of illness or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of

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the particular program. In addition, PTO will not be approved on any day for which the number of staff at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

~~Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above must reach out to the Director of Human Resources. Any exceptions to the expectations herein require the approval of the superintendent or their designee.~~

Subd. 910. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement though extended absences must adhere to the leave of absence request process outlined in district policies and as described in Section 1, Subd. 2.e.

~~—Employees who worked a full school year and used six (6) or less PTO days during that previous school year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year.~~

Subd. 911. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

~~Subd. 10. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit.~~

Subd. 1412. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

Section 2. Medical Leave

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

~~Maternity-Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for~~

childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

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

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

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

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

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

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

Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the

Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

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Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

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Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

ARTICLE III CONTRACT YEAR

Section 1. Standard Work Year: A full-time (1.0 FTE) employee's duty year shall be 190 to 195 paid days to be scheduled as outlined in Section 2 of this article. When it is necessary to compute a **per day salary**, the employee's base salary **including the BCBA stipend (Article VIII, Section 2, Subdivision 2)** will be divided by ~~the number of paid~~ **187 days for first-year employees.**

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186 days for second-year employees, and 185 days for employees in their third year and beyond (190 for full-time) per school year. When it is necessary to compute a per hour salary, the employee's base-per day salary will be divided by the number of paid days (190 for full-time) per year then divided by the number of hours worked per day (eight (8) for full-time).

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Section 2: Calendar and Work Schedule:

Subd. 1. First-Year Employees: An employee in their first year of full-time employment with the District will follow Intermediate School District 917's 187-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee ~~will is required to work three (3) days~~ 40 hours but can work up to 80 hours during the Extended School Year (ESY) program between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 2. Second-Year Employees: An employee in their second year or any other year following of full-time employment with the District will follow Intermediate School District 917's 186-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee ~~will is required to work 40 hours but can work up to 80 hours four (4) days during the Extended School Year (ESY) program~~ between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 23. Third-Year and Beyond Employees: An employee in their ~~second-third~~ year or any other year following of full-time employment with the District will follow Intermediate School District 917's 185-day calendar for all new licensed staff (i.e. teacher calendar).

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In addition, the employee ~~will is required to work five (5) days~~ 40 hours but can work up to 80 hours during the Extended School Year (ESY) program between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and recorded in the District's absence tracking system paid via timesheet.

Subd. 34. Part-Time Employees: An employee working less than full-time with the District will follow Intermediate School District 917's calendar for all new licensed staff (i.e. teacher calendar) as outlined above in Subd. 1, Subd. 2, or Subd. 3 based on their year of employment. However, their days worked will be prorated based on their full-time equivalent (FTE) and they will be required to create a duty day calendar outlining their specific number of days worked (ex: ~~452-148~~ days for 0.8 FTE employee in their third year, in addition to a minimum of 32 hours between July 1 and August 10), which they must get approved by their site/program supervisor and provide to human resources.

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Subd. 5. Summer Work Hours: As outlined in subdivisions 1, 2, and 3 above, employees are required to work 40 hours but can work up to 80 hours between July 1 and August 10 each year. Employees must get approval from their supervisor for all hours worked in July and August. No employee may work more than 40 hours in one (1) week. Employees must submit timesheets via the district's timesheet procedures to be paid for these hours.

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**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least at a 0.75 FTE (142.5 of 190 days) 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 dollar as listed in the following schedule, according to year of continuous employment.

Year of continuous employment in the district	2022 2024-20242025
Years 1 to 4	360
Years 5 to 9	860
Years 10 to 15	1060
Years 16 to 20	1260
Years 21+	1460

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. Leaves of Absence: 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: All insurance benefits are available to employees who are working in a position on a 0.75 (~~442.5~~138.75 of ~~490-185~~ days during the school year) up to a 1.0 FTE contract.

Subd. 1: Individual Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$735 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. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$755 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. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$775 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, 2022, the School District shall contribute a sum not to exceed \$1575 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. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$1,600 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. 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. 31: Individual High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, 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 ~~\$755~~775. Effective January 1, ~~2024~~2025, 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 ~~\$775~~780.
- 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

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

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Subd. 42:-- Family High Deductible Medical 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 account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.

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~~b) (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.

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

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~~c)~~

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Subd. 3. 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.

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Section 2. Dental Insurance:

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

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Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

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Commented [LK5]: This was moved up for flow, so the medical and dental insurance pieces are together. Other than the date, everything remains the same.

Section 23. Group ~~Income Protection~~ Paid Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 34. Life Insurance: The School District will pay each month all of the life insurance premium for an \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

Subd. 1: Individual Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Subd. 2: Family Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Section 5. Claims Against the School District: 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 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. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution 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 the following August 31st.

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ARTICLE VI OTHER BENEFITS

Section 1. -Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 2. -Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members outside of their typical job responsibilities (i.e. does not include trainings for the buildings/programs to which the employee is assigned) shall be compensated at the hourly rate of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties for which the given training/inservice is not a part, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only if preparation occurs outside of the employee's normal duty days/hours. For each professional development training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 3. Reimbursement for Additional Certification: Employees in this contract will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. This will be distributed automatically on a paycheck within the month of May of each contract year.

Section 4. Mentorship of a ~~First-Year~~New Employees: Those employees who are approved by the School District to mentor a new employee hired under this contract will receive a \$500

~~stipend for each first-year employee mentored and a \$400 stipend for each second-year employee mentored in his/her first year of service to the District will receive a \$500 stipend for each first-year employee mentored. The mentor's stipend will be prorated on a quarterly basis should the new employee start or leave mid-year or not work for an extended period of time, such as while on a leave of absence. Stipends for mentorship will be paid annually on the last paycheck in May.~~

ARTICLE VII MISCELLANEOUS

Section 1. Probationary Period: Employees shall serve a probationary period from the ~~ir first date-day of hire-paid work~~ until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

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Section 2. Evaluation: Employees shall be evaluated once annually by administration. Employees may also elect to participate in peer-reviews, which shall be initiated by the employee with a same-position peer (i.e. a Board-Certified Behavior Analyst conducts a peer review/evaluation of a fellow Board-Certified Behavior Analyst).

Section 3. Years of Employment: For purposes of calculating years of service or the year in relation to 403B, longevity, and other benefits herein, the first year of employment shall be defined as any workdays of employment prior to the last student day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Section 4. Right of Assignment: The district has the managerial right to assign employees to sites and/or programs based on the needs of the district.

Section 5. Renewal of Contract: The employee is considered an at-will employee and shall have no right to continued employment. The employee group herein and the district shall provide notice to the other by April 1 of the year in which the current contract ends that they intend to renew the contract, and any new terms of the contract will be negotiated between the parties prior to the commencement of the new contract in July of the given year. If a new contract is not finalized prior to the commencement of the date the new contract should begin (July), once finalized, items negotiated within the new contract shall be retroacted to the beginning of the new contract year, unless otherwise specified within the contract. If the District does not provide notice of their intent to renew the contract, the failure to provide notice of non-renewal shall not provide any basis for continuing rights to employment.

Section 6. Resignation Notice: During the term of this contract, the employee may terminate the contract by providing 30 days written notice to the District. Upon termination, the parties will have no further obligation to the other.

ARTICLE VIII 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 step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step increase until the second following July 1.

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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. Base Salary: Employee shall receive a salary based on education and experience as agreed upon by each employee and the District for the duration of this contract as noted on each employee's individual agreement for School Board approval. The salary shall be taken from Addendum A for the ~~2022-2024-2023-2025~~ school year ~~and from Addendum B for the 2023-2024 school year.~~

Subd. 1. Placement: Placement on the salary schedule at the time of initial hire to the position will be made by the Executive Director and will not be open to appeal. The factors that will be used in the placement determination include: degree earned, graduate credits earned beyond a Master's degree, years of experience while employed as a Board-Certified Behavior Analyst or Mental Health Professional or related employment experience (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step; however, lane/range placement will be determined based on graduate-level credits provided to the District via an official transcript.

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In each subsequent year of employment, the employee will typically progress along the steps of the salary schedule. ~~However, for the 2024-2025 school and contract year, employees will remain on the same step as they were during the 2023-2024 school year. The first step was dropped from the salary schedule, so remaining on the same step acts as a step increase.~~ This placement has no bearing on seniority for the purposes of either longevity, 403B match, or other related items.

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Subd. 2. BCBA Stipend: Each employee in this contract will receive an annual stipend of \$3,000. The stipend shall be split and paid evenly over the employee's total number of paychecks for the year. ~~Should an employee be hired or leave mid-year, the stipend will be prorated based on the number of days the employee worked compared to the total number of workdays available in that year (187, 186, or 185 days as outlined in Article III, Section 2).~~

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Subd. 3. Pay Schedule: An employee's annual salary and BCBA stipend are spread evenly over the number of paychecks the employee receives, which is typically 24. As of July 1, 2024, all newly hired BCBA's will follow the pay schedule of other licensed staff in the district with their first paycheck starting on August 30, 2024, and their last paycheck for the 2024-2025 school year concluding on August 15, 2025.

~~Due to schedule/calendar changes over the years, where BCBA's now work the defined teacher calendar with time worked during the summer paid via timesheet, the BCBA pay schedule will be changing from July 15 – June 30 to August 31 – August 15. This change will happen gradually over two (2) school years as follows:~~

1. 2024-2025 School Year: July 15, 2024 – June 30, 2025 (24-pays)
 - a. For district-paid benefits, employee deductions will be doubled in June for any costs associated with July 2025 coverage.
 - b. At the end of the 2024-2025 school year, should an employee choose not to return for the 2025-2026 school year, the employee will be responsible for paying the district for any employee costs associated with August 2025 coverage or the employee may choose to drop coverage.

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2. On July 15 and 31, 2025, as well as August 15, 2025, employees will receive no paycheck.

3. 2025-2026 School Year: August 31, 2025 – August 15, 2026 (24-pays)

- a. For district-paid benefits, employee deductions will be doubled on the August 31, 2025, paycheck for any costs associated with August 2025 coverage.

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Subd. 24. Lane/Range Changes Via Transcript: ~~Annually~~Once annually, employees have the opportunity to provide the District with an additional or updated official transcript to move to a new lane/range. Following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The employee must provide the District with this official transcript by June 15 of a given year and the credits earned on the official transcript will be applied to a lane/range improvement for the following fiscal year. This will be recorded through the updating of the employee's individual agreement, requiring signatures from the employee and the School Board.The following procedures apply:

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- a. Definition: Reference to credits in this section shall mean semester credits.
- b. Employees will use the same process as the teachers to request prior approval for graduate credits to be used toward a lane change. Therefore:
 - i. All graduate credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.
 - ii. All graduate credits applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
 - iii. All credits must carry a grade equivalent of "B" or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B."

Subd. 35. Lane/Range Changes Via Continuing Education Units (CEUs): Annually, employees may apply to have Continuing Education Units (CEUs) recognized for a lane/range change. Following CEU pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The employee must provide the District with proof of completion of the CEUs by June 15 of a given year and the CEUs earned will be applied to a lane/range improvement for the following fiscal year. This will be recorded through the updating of the employee's individual agreement, requiring signatures from the employee and the School Board.The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.
- c. Employees will use the same process as the teachers to request prior approval for CEUs to be used toward a lane change. Therefore:
 - i. All CEU hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or ~~his/her~~their designee in writing prior to the taking of the course. ~~Thus, no CEUs may be used or approved if taken in advance of the effective date of this contract (July 1, 2022).~~
 - ii. All CEUs applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
- d. CEUs applied to this subdivision must be paid for by the employee and not by the District.

Section 3. Longevity: Where years of employment is defined in Article VII, Section 3, employees shall receive a longevity stipend beyond the salaries delineated in Addendums A and B as follows:

Year of continuous employment in the district	2022-2023	2023 <u>2024-2024</u> 2025
Years 16 & 17	4700	2200
Years 18, 19, & 20	2300	2800
Years 21, 22, 23, 24, & 25	3900	4400
Years 26+	5000	5500

Board Certified Behavior Analysts ~~and Mental Health Professional Coordinators~~ Contract Approved by the School Board:

_____ May 3, 2022 June 11, 2024
Chair Date

_____ May 3, 2022 June 11, 2024
Clerk Date

**Board Certified Behavior Analysts and Mental Health Professional Coordinators
Intermediate School District 917
Addendum A
Salary Schedule for ~~2022~~2024-~~2023~~2025**

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Step	MA (Range 1)	MA+10 (Range 2)	MA+20 (Range 3)	MA+30 (Range 4)	MA+40 (Range 5)
1	49996	51377	52759	54141	55522
2	51727	53157	54536	56017	57447
3	53524	55001	56481	57962	59442
4	55377	56909	58441	59972	61505
5	57299	58884	60469	62056	63641
6	59574	61219	62870	64517	66167
7	61934	63649	65364	67079	68794
8	64392	66175	67959	69743	71525
9	66948	68802	70658	72512	74369
10	69606	71535	73465	75395	77322
11	72717	74733	76748	78764	80781
12	75968	78074	80180	82288	84393
13	79365	81565	83766	85970	88170
14	83308	85620	87931	90243	92554
15	87450	89875	92303	94732	97157

		<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>
<u>Old/Previous Step from 2023-2024</u>	<u>New Step</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40</u>
1	NA	53,283	54,755	56,228	57,701	59,173
2	1	55,515	56,976	58,436	59,898	61,358
3	2	57,348	58,859	60,371	61,882	63,395
4	3	59,243	60,807	62,373	63,937	65,502
5	4	61,205	62,825	64,445	66,063	67,684
6	5	63,527	65,210	66,895	68,580	70,264
7	6	65,942	67,692	69,444	71,195	72,835
8	7	68,452	70,274	72,095	73,916	75,738
9	8	71,063	72,957	74,851	76,745	78,642
10	9	73,777	75,748	77,719	79,690	81,659
11	10	76,955	79,014	81,074	83,132	85,192

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<u>12</u>	<u>11</u>	<u>80,276</u>	<u>82,427</u>	<u>84,579</u>	<u>86,731</u>	<u>88,882</u>
<u>13</u>	<u>12</u>	<u>83,746</u>	<u>85,993</u>	<u>88,242</u>	<u>90,491</u>	<u>92,739</u>
<u>14</u>	<u>13</u>	<u>87,774</u>	<u>90,136</u>	<u>92,496</u>	<u>94,857</u>	<u>97,217</u>
<u>15</u>	<u>14</u>	<u>92,004</u>	<u>94,482</u>	<u>96,962</u>	<u>99,441</u>	<u>101,920</u>

Board-Certified Behavior Analysts and Mental Health Professional Coordinators
Intermediate School District 917
Addendum B
Salary Schedule for 2023-2024

Step	MA (Range 1)	MA+10 (Range 2)	MA+20 (Range 3)	MA+30 (Range 4)	MA+40 (Range 5)
1	50746	52148	53550	54953	56355
2	52503	53955	55405	56858	58309
3	54323	55826	57328	58832	60334
4	56208	57762	59318	60872	62427
5	58158	59767	61376	62986	64596
6	60464	62137	63813	65485	67160
7	62863	64604	66345	68086	69826
8	65358	67168	68979	70789	72598
9	67952	69834	71718	73600	75484
10	70650	72608	74567	76525	78482
11	73808	75854	77900	79946	81992
12	77107	79245	81383	83522	85659
13	80555	82789	85022	87259	89493
14	84558	86904	89250	91596	93942
15	88762	91224	93688	96153	98614

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF
EMPLOYMENT FOR
BOARD CERTIFIED BEHAVIOR ANALYSTS**

July 1, 2024 – June 30, 2025

APPROVED BY THE SCHOOL BOARD:

June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions provided herein, cover those employees who enter into this agreement with the School Board of Intermediate District 917, Rosemount, Minnesota (School District) beginning July 1, 2024, as a Board-Certified Behavior Analyst (BCBA). These terms and conditions of employment as provided herein, will continue through the week of June 30, 2025, or until otherwise amended.

**ARTICLE II
LEAVES OF ABSENCE**

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use, and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. Full-Time Employees: All full-time employees working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per school year, ten (10) of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. PTO shall be frontloaded at the beginning of each school year. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO

Subd. 2. Part-Time and Job Share Employees: Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.

Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 4. At the end of each contract year, unused paid leave days (PTO and/or sick leave) will be processed as follows:

- a) An employee's unused PTO hours will be rolled into a sick leave bank.
- b) If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5)

unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.

- c) Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

Subd. 5. An employee may use their ten (10) PTO days allotted for ESSL in accordance with state statute. PTO and accumulated sick leave may be used by employees for illness of the employee, the employee's child under 18, and/or the employee's parent or parent-in law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off per the Family Medical Leave Act and the district leave policies.

Subd. 6. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending medical provider indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending medical provider stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 7. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 8. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and

effectively operated without the employee, the program administrator may deny the request for use of PTO.

A three (3)-day notice is not needed for ESSL, illness, or bereavement unless the use is for foreseeable reasons, such as planned medical or dental appointments.

In the situation of a request for use of PTO with less than a three (3)-day notice, it is required that the employee provide an explanation of why a three (3)-day notice was not possible and the reason for the absence

Subd. 9. PTO shall be granted in quarter-hour increments. Supervisors shall not approve requests for the use of PTO days on the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4th) Thursday in November, winter break, or spring break, conference days or in-service/workshop days and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of ESSL, illness, or bereavement. PTO requests may be denied on a particular day if other employees in the same unit or educational site have already been granted PTO leave which would be disruptive to the functioning of the particular program. In addition, PTO will not be approved on any day for which the number of staff at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.

Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 10. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement though extended absences must adhere to the leave of absence request process outlined in district policies.

Employees who worked a full school year and used six (6) or less PTO days during that previous school year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year.

Subd. 11. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

Subd.12. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

Section 2. Medical Leave

Subd. 1. Personal Medical Leave of Absence: An employee who is unable to work because of a personal illness or disability may, upon written request to human

resources per procedure outlined on the School District's website, be granted a medical leave of absence. Such leave shall run concurrently, that is at the same time, with Family Medical Leave Act (FMLA) provisions, if the employee is eligible under FMLA as noted in subdivision two (2) of this section. The employee's accrued paid leave must be exhausted before the employee transitions to an unpaid personal medical leave of absence.

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

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

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

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

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

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

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

Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

ARTICLE III CONTRACT YEAR

Section 1. Standard Work Year: A full-time (1.0 FTE) employee's duty year shall be 190 to 195 paid days to be scheduled as outlined in Section 2 of this article. When it is necessary to compute a **per day salary**, the employee's base salary including the BCBA stipend (Article VIII, Section 2, Subdivision 2) will be divided by 187 days for first-year employees, 186 days for second-year employees, and 185 days for employees in their third year and beyond (for full-time) per school year. When it is necessary to compute a **per hour salary**, the employee's per day salary will be divided by the number of hours worked per day (eight (8) for full-time).

Section 2: Calendar and Work Schedule:

Subd. 1. First-Year Employees: An employee in their first year of full-time employment with the District will follow Intermediate School District 917's 187-day calendar for all new licensed staff (i.e. teacher calendar).

In addition, the employee is required to work 40 hours but can work up to 80 hours between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and paid via timesheet.

Subd. 2. Second-Year Employees: An employee in their second year or any other year following of full-time employment with the District will follow Intermediate School District 917's 186-day calendar for all new licensed staff (i.e. teacher calendar).

In addition, the employee is required to work 40 hours but can work up to 80 hours between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and paid via timesheet.

Subd. 3. Third-Year and Beyond Employees: An employee in their third year or any other year following of full-time employment with the District will follow Intermediate School District 917's 185-day calendar for all new licensed staff (i.e. teacher calendar).

In addition, the employee is required to work 40 hours but can work up to 80 hours between July 1 and August 10, which will be scheduled with the approval of their site/program supervisor and paid via timesheet.

Subd. 4. Part-Time Employees: An employee working less than full-time with the District will follow Intermediate School District 917's calendar for all new licensed staff (i.e. teacher calendar) as outlined above in Subd. 1, Subd. 2, or Subd. 3 based on their year of employment. However, their days worked will be prorated based on their full-time equivalent (FTE) and they will be required to create a duty day calendar outlining their specific number of days worked (ex: 148 days for 0.8 FTE employee in their third year, in addition to a minimum of 32 hours between July 1 and August 10), which they must get approved by their site/program supervisor and provide to human resources.

Subd. 5. Summer Work Hours: As outlined in subdivisions 1, 2, and 3 above, employees are required to work 40 hours but can work up to 80 hours between July 1 and August 10 each year. Employees must get approval from their supervisor for all hours worked in

July and August. No employee may work more than 40 hours in one (1) week. Employees must submit timesheets via the district's timesheet procedures to be paid for these hours.

**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least at a 0.75 FTE (142.5 of 190 days) 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 dollar as listed in the following schedule, according to year of continuous employment.

Year of continuous employment in the district	2024-2025
Years 1 to 4	360
Years 5 to 9	860
Years 10 to 15	1060
Years 16 to 20	1260
Years 21+	1460

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. Leaves of Absence: 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: All insurance benefits are available to employees who are working in a position on a 0.75 (138.75 of 185 days during the school year) up to a 1.0 FTE contract.

Subd. 1. Individual High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the

meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). Effective July 1, 2024, 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 \$775. Effective January 1, 2025, 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 \$780.

- 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.

Subd. 2. Family High Deductible Medical Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). Effective July 1, 2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.
- b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in 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.

Subd. 3. 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, 2024, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 3. Group Paid Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 4. Life Insurance: The School District will pay each month all of the life insurance premium for an \$100,000 term life insurance policy for each eligible employee. The value of

this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 5. Claims Against the School District: 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 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. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution 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 the following August 31st.

ARTICLE VI OTHER BENEFITS

Section 1. Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 2. Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members outside of their typical job responsibilities (i.e. does not include trainings for the buildings/programs to which the employee is assigned) shall be compensated at the hourly rate of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties for which the given training/inservice is not a part, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only if preparation occurs outside of the employee's normal duty days/hours. For each professional development training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 3. Reimbursement for Additional Certification: Employees in this contract will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. This will be distributed automatically on a paycheck within the month of May of each contract year.

Section 4. Mentorship of a New Employees: Those employees who are approved by the School District to mentor a new employee hired under this contract will receive a \$500 stipend for each first-year employee mentored and a \$400 stipend for each second-year employee mentored. The mentor's stipend will be prorated on a quarterly basis should the new employee start or

leave mid-year or not work for an extended period of time, such as while on a leave of absence. Stipends for mentorship will be paid annually on the last paycheck in May.

ARTICLE VII MISCELLANEOUS

Section 1. Probationary Period: Employees shall serve a probationary period from their first day of paid work until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

Section 2. Evaluation: Employees shall be evaluated once annually by administration. Employees may also elect to participate in peer-reviews, which shall be initiated by the employee with a same-position peer (i.e. a Board-Certified Behavior Analyst conducts a peer review/evaluation of a fellow Board-Certified Behavior Analyst).

Section 3. Years of Employment: For purposes of calculating years of service or the year in relation to 403B, longevity, and other benefits herein, the first year of employment shall be defined as any workdays of employment prior to the last student day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Section 4. Right of Assignment: The district has the managerial right to assign employees to sites and/or programs based on the needs of the district.

Section 5. Renewal of Contract: The employee is considered an at-will employee and shall have no right to continued employment. The employee group herein and the district shall provide notice to the other by April 1 of the year in which the current contract ends that they intend to renew the contract, and any new terms of the contract will be negotiated between the parties prior to the commencement of the new contract in July of the given year. If a new contract is not finalized prior to the commencement of the date the new contract should begin (July), once finalized, items negotiated within the new contract shall be retroacted to the beginning of the new contract year, unless otherwise specified within the contract. If the District does not provide notice of their intent to renew the contract, the failure to provide notice of non-renewal shall not provide any basis for continuing rights to employment.

Section 6. Resignation Notice: During the term of this contract, the employee may terminate the contract by providing 30 days written notice to the District. Upon termination, the parties will have no further obligation to the other.

ARTICLE VIII 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 step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step 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. Base Salary: Employee shall receive a salary based on education and experience as agreed upon by each employee and the District for the duration of this contract as noted on each employee's individual agreement for School Board approval. The salary shall be taken from Addendum A for the 2024-2025 school year.

Subd. 1. Placement: Placement on the salary schedule at the time of initial hire to the position will be made by the Executive Director and will not be open to appeal. The factors that will be used in the placement determination include: degree earned, graduate credits earned beyond a Master's degree, years of experience while employed as a Board-Certified Behavior Analyst or Mental Health Professional or related employment experience (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step; however, lane/range placement will be determined based on graduate-level credits provided to the District via an official transcript.

In each subsequent year of employment, the employee will typically progress along the steps of the salary schedule. However, for the 2024-2025 school and contract year, employees will remain on the same step as they were during the 2023-2024 school year. The first step was dropped from the salary schedule, so remaining on the same step acts as a step increase. This placement has no bearing on seniority for the purposes of either longevity, 403B match, or other related items.

Subd. 2. BCBA Stipend: Each employee in this contract will receive an annual stipend of \$3,000. The stipend shall be split and paid evenly over the employee's total number of paychecks for the year. Should an employee be hired or leave mid-year, the stipend will be prorated based on the number of days the employee worked compared to the total number of workdays available in that year (187, 186, or 185 days as outlined in Article III, Section 2).

Subd. 3. Pay Schedule and Insurance Deductions: An employee's annual salary and BCBA stipend are spread evenly over the number of paychecks the employee receives, which is typically 24. As of July 1, 2024, all newly hired BCBAs will follow the pay schedule of other licensed staff in the district with their first paycheck starting on August 30, 2024, and their last paycheck for the 2024-2025 school year concluding on August 15, 2025.

Due to schedule/calendar changes over the years, where BCBAs now work the defined teacher calendar with time worked during the summer paid via timesheet, the current BCBAs' pay schedule will be changing from July 15 – June 30 to August 31 – August 15 to match new hire BCBAs and licensed staff. This change will happen gradually over two (2) school years as follows:

1. 2024-2025 School Year: July 15, 2024 – June 30, 2025 (24-pays)
 - a. For district-paid benefits, employee deductions will be doubled in June for any costs associated with July 2025 coverage.
 - b. At the end of the 2024-2025 school year, should an employee choose not to return for the 2025-2026 school year, the employee will be responsible for paying the district for any employee costs associated with August 2025 coverage or the employee may choose to drop coverage.
2. On July 15 and 31, 2025, as well as August 15, 2025, employees will receive no paycheck.

3. 2025-2026 School Year: August 31, 2025 – August 15, 2026 (24-pays)
 - a. For district-paid benefits, employee deductions will be doubled on the August 31, 2025, paycheck for any costs associated with August 2025 coverage.

Subd. 4. Lane/Range Changes Via Transcript: Once annually, employees have the opportunity to provide the District with an additional or updated official transcript to move to a new lane/range. Following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The following procedures apply:

- a. Definition: Reference to credits in this section shall mean semester credits.
- b. Employees will use the same process as the teachers to request prior approval for graduate credits to be used toward a lane change. Therefore:
 - i. All graduate credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.
 - ii. All graduate credits applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
 - iii. All credits must carry a grade equivalent of "B" or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B."

Subd. 5. Lane/Range Changes Via Continuing Education Units (CEUs): Annually, employees may apply to have Continuing Education Units (CEUs) recognized for a lane/range change. Following CEU pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.
- c. Employees will use the same process as the teachers to request prior approval for CEUs to be used toward a lane change. Therefore:
 - i. All CEU hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or their designee in writing prior to the taking of the course.
 - ii. All CEUs applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
- d. CEUs applied to this subdivision must be paid for by the employee and not by the District.

Section 3. Longevity: Where years of employment is defined in Article VII, Section 3, employees shall receive a longevity stipend beyond the salaries delineated in Addendums A and B as follows:

Year of continuous employment in the district	2024-2025
Years 16 & 17	2200
Years 18, 19, & 20	2800
Years 21, 22, 23, 24, & 25	4400
Years 26+	5500

Board Certified Behavior Analysts Contract Approved by the School Board:

Chair

June 11, 2024
Date

Clerk

June 11, 2024
Date

**Board Certified Behavior Analysts and Mental Health Professional Coordinators
Intermediate School District 917
Addendum A
Salary Schedule for 2024-2025**

		<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>
Old/Previous Step from 2023-2024	New Step	MA	MA+10	MA+20	MA+30	MA+40
1	NA	53,283	54,755	56,228	57,701	59,173
2	1	55,515	56,976	58,436	59,898	61,358
3	2	57,348	58,859	60,371	61,882	63,395
4	3	59,243	60,807	62,373	63,937	65,502
5	4	61,205	62,825	64,445	66,063	67,684
6	5	63,527	65,210	66,895	68,580	70,264
7	6	65,942	67,692	69,444	71,195	72,835
8	7	68,452	70,274	72,095	73,916	75,738
9	8	71,063	72,957	74,851	76,745	78,642
10	9	73,777	75,748	77,719	79,690	81,659
11	10	76,955	79,014	81,074	83,132	85,192
12	11	80,276	82,427	84,579	86,731	88,882
13	12	83,746	85,993	88,242	90,491	92,739
14	13	87,774	90,136	92,496	94,857	97,217
15	14	92,004	94,482	96,962	99,441	101,920



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 11, 2024

Re: Summary of Changes for Mental Health Professional Coordinators and Centralized Intake & Due Process Coordinators 2024-2025 Contract

Following one (1) meeting with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 7.08% over one year (2024-2025).
 - a. The contract was changed from a two-year contract to a one-year contract to enable the group to negotiate their contract in alignment with the teacher group.
 - b. The mental health professional coordinator was added to this group and removed from another group to better match the workdays required for the position.
1. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
 - c. Restricted periods where PTO cannot be used were modified slightly to give more flexibility given these are generally non-student facing/program support roles.
2. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
3. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA medical insurance changes:
 - i. In January 2025, family insurance contributions will increase by \$200 and individual insurance contributions will increase by \$5.
 - c. Dental insurance information remained the same, but moved up for flow and to align with other contracts.
 - d. Duration of insurance was addressed so that it matched the teacher contract where anyone who finishes the school year receives insurance coverage through August 31 of that same year.
4. Lane change language was modified to match the new teacher lane change language.
5. Salary Impacts: The schedule was changed to match the teacher salary schedule with the addition of 10 extra days' salary due to the employees working 195 days in this contract as opposed to the teachers' 185 day schedule.

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF

EMPLOYMENT FOR

~~INDEPENDENT LICENSED PSYCHOLOGISTS~~ MENTAL HEALTH PROFESSIONAL
COORDINATORS

and

CENTRALIZED INTAKE COORDINATORS

July 1, ~~2022-2024~~ – June 30, ~~2024~~2025

UPDATE APPROVED BY THE SCHOOL BOARD

~~June 13, 2023~~ June 11, 2024

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ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

These terms and conditions of employment as provided herein, cover those employees who enter into this agreement with the School Board of Intermediate School District 917, Rosemount, Minnesota (School District) beginning July 1, ~~2022~~2024, as ~~an Independent Licensed Psychologist~~ a Mental Health Professional Coordinator or a Centralized Intake Coordinator. These terms and conditions of employment as provided herein, will continue through the week of June 30, ~~2024~~2025, or until otherwise amended.

ARTICLE II LEAVES OF ABSENCE

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. Full-Time Employees: All full-time employees ~~as defined in Article III, Section 2, working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per contract school year, ten (10) of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. The credit PTO shall be made frontloaded at the beginning of each school year. Part-time and job share employees shall accrue PTO days on a pro-rata basis.~~ Employees who take medical or parental leave of absence, under this article, shall retain all their ~~number of~~ PTO and sick leave days up to the date of the employee's leave for use during the employee's leave of absence and accrual will continue so long as the employee is using paid leave. No additional PTO days shall accrue for the period of time that the employee is on unpaid leave. If an employee leaves the District having used more PTO days than he/she earned, the District shall reduce the employee's final paycheck for any unearned PTO days on a pro-rata basis.

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Subd. 2. Part-Time and Job Share Employees: Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will be prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.

Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as

“leave” types, time off aligned with Minnesota’s Earned Sick and Safe Time statutes shall be referred to as “Earned Sick and Safe Leave” or “ESSL.”

Subd. 24. At the end of each contract year, unused paid leave days (PTO and/or sick leave) days will be processed as follows:

a) a. An employee’s unused PTO hours will be rolled into a sick leave bank.

b) If an employee’s accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee’s previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee’s unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee’s accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.

c)

b. Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

e. Employees who use six (6) or less PTO days at the end of each contract year are eligible to be granted up to five (5) consecutive days of PTO leave in the next school year. This option may not be granted in consecutive school years.

Subd. 35. The first three (3) days used for illness each contract year will be deducted from that year’s PTO days. Subsequent days used for illness will be deducted from an employee’s accrued sick leave balance unless the employee wishes to have them taken from the current year’s PTO days. An employee may use their ten (10) PTO days allotted for ESSL in accordance with state statute. PTO and accumulated sick leave for illness of the employee, and the employee’s child under 18, and/or the employee’s parent or parent-in-law. For purposes of this subdivision, “child” includes stepchild, grandchild, biological, adopted and foster child. For purposes of this subdivision, “parent” includes stepparent, biological, and adoptive parent. The employee may also use PTO days and accumulated sick leave not to exceed twenty (20) days per 12-month period for illness of or injury to the employee’s adult child, spouse, sibling, parent, grandparent, parent-in-law, or stepparent. In extenuating circumstances, an employee may make an additional request for use of Accumulated Sick Leave to the Superintendent/designee. Should the employee and their circumstance qualify for Family Medical Leave Act protection,

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the employee may be eligible for time-off ~~beyond the twenty (20) days noted herein per the Family Medical Leave Act and the district leave policies.~~

Subd. 46. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending ~~physician-medical provider~~ indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending ~~physician-medical provider~~ stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 67. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 68. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

~~For reasons~~ A three (3)-day notice is not needed for ESSL, of illness, or bereavement, a three-day notice is not required unless the use is for foreseeable reasons, such as planned medical or dental appointments.

In the situation of a request for use of PTO with less than a three (3)-day notice, it is required that the employee provide an explanation of why a three (3)-day notice was not possible and the reason for the absence is required. ~~For reasons other than illness or bereavement, employees must receive pre-approval from their program administrator and the approving administrator will consider the safety and operational continuity of the program. In circumstances when the program cannot be safely and effectively operated without the teacher, the program administrator may deny the request for use of PTO.~~

Commented [LK2]: Moved to Subd. 8 (old Subd. 6).

Subd. 79. PTO shall be granted in ~~one quarter-hour increments when no substitute is needed. If a substitute is needed, PTO shall be granted in ½ day or four-hour increments. Requests for the use of PTO days may will typically not be granted for on conference days or inservice days or the day preceding or the day following holidays, vacation periods and the first ten (10) and the last ten (10) student contact days of the school year except for reasons of illness or bereavement, depending on district need, but can be granted at the discretion of the supervisor. PTO days may not be granted during parent conference days or inservice days except for reasons of illness or bereavement, depending on district need, but can be granted at the discretion of the supervisor.~~ PTO requests may be denied on a particular day if ~~other employees in the same unit or educational site have already been granted granting PTO leave which~~ would be disruptive to the functioning of the particular program. ~~h~~

~~addition, PTO will not be approved on any day for which the number of staff at a building site requesting the use of PTO exceeds the number needed to safely and effectively operate the program.~~

~~Requests for exceptions to the expectations herein, if denied by the supervising administrator, require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above, if denied by their supervisor, must reach out to the Director of Human Resources. Any exceptions to or disagreement with the expectations herein require the approval of the superintendent or their designee.~~

~~Subd. 910. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement though extended absences must adhere to the leave of absence request process outlined in district policies and as described in Section 1, Subd. 2.c.~~

~~Subd. 911. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.~~

~~Subd. 10. A student related injury workers' compensation paid leave bank has been established by the District. The leave bank shall be administered by the President of the Association and the Superintendent. The student related injury workers' compensation paid leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit.~~

~~Subd. 412. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.~~

Section 2. Medical Leave

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

Maternity-Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the

physician's documentation shall fall under parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

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

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

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

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

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

- a) If the employee is returning from a personal medical leave of absence, the employee must also provide medical verification from a qualified healthcare

provider of the employee's release from medical restrictions allowing them to return to full capacity at work.

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

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

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

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

Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

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Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

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Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

**ARTICLE III
CONTRACT YEAR**

Section 1. Standard Work Year: A full-time (1.0 FTE) employee's duty year shall be 195 paid days to be scheduled as outlined in Section 2 of this article. When it is necessary to compute a per day salary, the employee's base salary will be divided by the number of paid days (195 for full-time) per year. When it is necessary to compute a per hour salary, the employee's base salary will be divided by the number of paid days (195 for full-time) per year then divided by the number of hours worked per day (eight (8) for full-time).

Section 2: Calendar and Work Schedule: All employees under this contract, regardless of their full-time equivalent, shall complete a duty day calendar reflecting their total days worked (195 for full-time) between July and the following June of a given fiscal year, which they must get approved by their supervisor and provide to human resources (HR@isd917.org). ~~Should the employee's calendar change during the course of the year, the employee must get their revised calendar approved by their supervisor and provide it to human resources (HR@isd917.org).~~

**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least at a 0.75 FTE (146.25 of 195 days) 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 dollar as listed in the following schedule, according to year of continuous employment.

Year of continuous employment in the district	2022 2024-2024 2025
Years 1 to 4	360
Years 5 to 9	860
Years 10 to 15	1060
Years 16 to 20	1260
Years 21+	1460

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. Leaves of Absence: 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: All insurance benefits in this article are available to employees who are working in a position on a 0.75 (146.25 of 195 days) up to a 1.0 FTE contract. An employee working 0.54 FTE up to/not equal or exceeding 0.75 shall be granted benefits contributions at 76% of the contribution's dollar amounts listed herein.

~~Subd. 1: Individual Coverage~~

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$735 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. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$755 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. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$775 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, 2022, the School District shall contribute a sum not to exceed \$1575 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. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute a sum not to exceed \$1,600 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. 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. 31: Individual High Deductible Medical Coverage:

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, ~~2022~~2024, 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 ~~\$755~~775. Effective January 1, ~~2024~~2025, 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 ~~\$775~~780.

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

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subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Commented [LK3]: This is no longer available in the district for anyone.

Subd. 42--. Family High Deductible ~~Medical Coverage:~~

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(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2022~~2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in 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 contribution to an HSA.~~

~~Subd. 3. 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.~~

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Section 2. Dental Insurance:

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

~~Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Commented [LK4]: This was moved up for flow, to have medical and dental together. Other than the date, everything is the same.

~~Section 23. Group ~~Income Protection~~ Paid Long-Term Disability Insurance:~~ The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

~~Section 34. Life Insurance:~~ The School District will pay each month all of the life insurance premium for an \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

Subd. 1: Individual Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's~~

~~dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Subd. 2: Family Coverage

~~Effective July 1, 2022, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

Section 5. Claims Against the School District: 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 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. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution 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 the following August 31st.

ARTICLE V OTHER BENEFITS

Section 1.- Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 2.- Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members outside of their typical job responsibilities (i.e. does not include trainings for the buildings/programs to which the employee is assigned) shall be compensated at the hourly rate of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties for which the given training/inservice is not a part, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only if preparation occurs outside of the employee's normal duty days/hours. For each professional development training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 3. Lead PCM, Behavior Tools, & Special Education Training Coordinator Stipend: An employee who is assigned to serve as the lead professional crisis management (PCM),

behavior tools, and special education training coordinator will support the Assistant Director/Director assigned to supervise training and trainers, as directed. This assignment will facilitate various training duties, such as maintaining consistency and reliability across trainers, finding last-minute substitute trainers, and other duties as assigned. For their work, the employee will receive an annual stipend of \$5000, to be spread evenly across all paychecks for the fiscal year. Should an employee be assigned this role partway through the year, the stipend will be prorated based on the number of workdays remaining. This stipend shall not be factored into the employee's hourly rate when calculating the hourly rate for additional time worked.

Section 4. Reimbursement for Additional Certification: Employees in the contract will be awarded an annual stipend of \$250 to help offset their additional expenses for CEU's and/or certification and licensing fees. This will be distributed automatically on a paycheck within the month of May of each contract year.

ARTICLE VII MISCELLANEOUS

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

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Section 2. Evaluation: Employees shall be evaluated once annually by administration.

Section 3. Years of Employment: For purposes of calculating years of service or the year in relation to 403B, longevity, and other benefits herein, the first year of employment shall be defined as any workdays of employment prior to the last student day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Section 4. Right of Assignment: The district has the managerial right to assign employees to sites and/or programs based on the needs of the district.

Section 5. Renewal of Contract: The employee is considered an at-will employee and shall have no right to continued employment. The employee group herein and the district shall provide notice to the other by April 1 of the year in which the current contract ends that they intend to renew the contract, and any new terms of the contract will be negotiated between the parties prior to the commencement of the new contract in July of the given year. If a new contract is not finalized prior to the commencement of the date the new contract should begin (July), once finalized, items negotiated within the new contract shall be retroacted to the beginning of the new contract year, unless otherwise specified within the contract. If the District does not provide notice of their intent to renew the contract, the failure to provide notice of non-renewal shall not provide any basis for continuing rights to employment.

Section 6. Resignation Notice: During the term of this contract, the employee may terminate the contract by providing 30 days written notice to the District. Upon termination, the parties will have no further obligation to the other.

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ARTICLE VIII 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 step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step 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. Base Salary: Employee shall receive a salary based on education and experience as agreed upon by each employee and the District for the duration of this contract as noted on each employee's individual agreement for School Board approval. The salary shall be taken from Addendum A for the 2022-2024-2023-2025 school year ~~and from Addendum B for the 2023-2024 school year.~~

Subd. 1. Placement: Placement on the salary schedule at the time of initial hire to the position will be made by the Executive Director and will not be open to appeal. The factors that will be used in the placement determination include: degree earned, graduate credits earned beyond a Master's degree, years of experience while employed in the same or similar role (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step; however, lane/range placement will be determined based on ~~graduate level~~ credits/degrees provided to the District via an official transcript.

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In each subsequent year of employment, the employee will typically progress along the steps of the salary schedule. However, for the 2024-2025 school and contract year, employees will remain on the same step as they were during the 2023-2024 school year. The first step was dropped from the salary schedule, so remaining on the same step acts as a step increase. This placement has no bearing on seniority for the purposes of either longevity, 403B match, or other related items.

Subd. 2. Pay Schedule: An employee's annual salary and any stipends are spread evenly over the number of paychecks the employee receives, which is typically 24, starting July 15 and concluding June 30 of each fiscal year. New employees may have less than 24 paychecks depending on their start date, particularly if they are starting in their position later than July 1.

Subd. 23. Lane/Range Changes: Once aAnnually, employees have the opportunity to provide the District with an additional or updated official transcript to move to a new lane/range. Following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The employee must provide the District with this official transcript by June 15 of a given year

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~~and the credits earned on the official transcript will be applied to a lane/range improvement for the following fiscal year. This will be recorded through the updating of the employee's individual agreement, requiring signatures from the employee and the School Board. The following procedures apply:~~

- ~~a. Definition: Reference to credits in this section shall mean semester credits.~~
- ~~b. Employees will use the same process as the teachers to request prior approval for graduate credits to be used toward a lane change. Therefore:

 - ~~i. All graduate credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.~~
 - ~~ii. All graduate credits applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.~~
 - ~~iii. All credits must carry a grade equivalent of "B" or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B."~~~~

~~Subd. 5. Lane/Range Changes Via Continuing Education Units (CEUs) for the Mental Health Professional Coordinator: Annually, employees may apply to have Continuing Education Units (CEUs) recognized for a lane/range change. Following CEU pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The following procedures apply:~~

- ~~a. CEU course work must be approved by the appropriate professional association.~~
- ~~b. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.~~
- ~~c. Employees will use the same process as the teachers to request prior approval for CEUs to be used toward a lane change. Therefore:

 - ~~i. All CEU hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or their designee in writing prior to the taking of the course.~~
 - ~~ii. All CEUs applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.~~~~
- ~~d. CEUs applied to this subdivision must be paid for by the employee and not by the District.~~

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Section 3. Longevity: Where years of employment is defined in Article VII, Section 3, employees shall receive a longevity stipend beyond the salaries delineated in Addendums A and B as follows:

Year of continuous employment in the district	2022-2023 20232024-20242025	
Years 16 & 17	4700	2200
Years 18, 19, & 20	2300	2800
Years 21, 22, 23, 24, & 25	3900	4400

Years 26+	5000	5500
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Longevity shall be factored into the employee's hourly rate when calculating the hourly rate for additional time worked.

~~Updated Licensed Psychologist~~Mental Health Professional Coordinator & Centralized Intake Coordinator Contract Approved by the School Board:

_____ ~~June 13, 2023~~June 11, 2024
Chair Date

_____ ~~June 13, 2023~~June 11, 2024
Clerk Date

**Licensed Psychologist Mental Health Professional Coordinator & Centralized Intake
Coordinator
Intermediate School District 917
Addendum A
Salary Schedule for ~~2022~~2024-20232025**

Commented [LK5]: I will enter the new salary schedule when I get it from Nicolle. This should be the last outstanding piece for the contract.

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Step	MA (Range 1)	MA+10 (Range 2)	MA+20 (Range 3)	MA+30 (Range 4)	MA+40 (Range 5)
1	51315	52732	54151	55569	56986
2	53092	54560	56026	57495	58963
3	54932	56452	57971	59491	61010
4	56838	58410	59983	61554	63127
5	58810	60437	62064	63693	65320
6	61142	62834	64528	66219	67912
7	63568	65328	67088	68849	70609
8	66090	67921	69752	71582	73412
9	68714	70617	72522	74425	76331
10	71442	73422	75403	77383	79362
11	74635	76705	78773	80842	82911
12	77971	80133	82295	84458	86619
13	81458	83717	85976	88237	90496
14	85506	87878	90250	92623	94995
15	89757	92246	94738	97230	99720

		<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>	<u>Range 6</u>	<u>Range 7</u>	<u>Range 8</u>	<u>Range 9</u>
<u>Old/Previous Step from 2022-2023</u>	<u>New Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+40 or SP</u>
	<u>1</u>	<u>50,877</u>	<u>52,234</u>	<u>53,592</u>	<u>54,952</u>	<u>56,433</u>	<u>57,916</u>	<u>59,396</u>	<u>60,878</u>	<u>62,360</u>
	<u>2</u>	<u>52,540</u>	<u>53,945</u>	<u>55,352</u>	<u>56,757</u>	<u>58,291</u>	<u>59,824</u>	<u>61,358</u>	<u>62,893</u>	<u>64,426</u>
	<u>3</u>	<u>54,262</u>	<u>55,717</u>	<u>57,172</u>	<u>58,628</u>	<u>60,215</u>	<u>61,802</u>	<u>63,390</u>	<u>64,976</u>	<u>66,565</u>
	<u>4</u>	<u>56,044</u>	<u>57,551</u>	<u>59,057</u>	<u>60,562</u>	<u>62,205</u>	<u>63,847</u>	<u>65,492</u>	<u>67,134</u>	<u>68,777</u>
	<u>5</u>	<u>57,890</u>	<u>59,447</u>	<u>61,008</u>	<u>62,565</u>	<u>64,266</u>	<u>65,966</u>	<u>67,667</u>	<u>69,367</u>	<u>71,069</u>
	<u>6</u>	<u>60,072</u>	<u>61,692</u>	<u>63,314</u>	<u>64,935</u>	<u>66,703</u>	<u>68,471</u>	<u>70,240</u>	<u>72,009</u>	<u>73,777</u>
	<u>7</u>	<u>62,341</u>	<u>64,027</u>	<u>65,714</u>	<u>67,398</u>	<u>69,239</u>	<u>71,076</u>	<u>72,916</u>	<u>74,755</u>	<u>76,477</u>
	<u>8</u>	<u>64,702</u>	<u>66,454</u>	<u>68,208</u>	<u>69,962</u>	<u>71,874</u>	<u>73,787</u>	<u>75,700</u>	<u>77,612</u>	<u>79,525</u>
	<u>9</u>	<u>65,025</u>	<u>66,787</u>	<u>70,803</u>	<u>72,627</u>	<u>74,616</u>	<u>76,605</u>	<u>78,594</u>	<u>80,583</u>	<u>82,574</u>
	<u>10</u>	<u>65,350</u>	<u>67,121</u>	<u>73,503</u>	<u>75,398</u>	<u>77,466</u>	<u>79,535</u>	<u>81,605</u>	<u>83,674</u>	<u>85,742</u>

<u>11</u>	<u>10</u>	<u>65,677</u>	<u>67,456</u>	<u>76,660</u>	<u>78,642</u>	<u>80,803</u>	<u>82,965</u>	<u>85,128</u>	<u>87,288</u>	<u>89,451</u>
<u>12</u>	<u>11</u>	<u>66,006</u>	<u>67,794</u>	<u>79,960</u>	<u>82,030</u>	<u>84,290</u>	<u>86,548</u>	<u>88,808</u>	<u>91,067</u>	<u>93,326</u>
<u>13</u>	<u>12</u>	<u>66,336</u>	<u>68,133</u>	<u>83,409</u>	<u>85,572</u>	<u>87,934</u>	<u>90,293</u>	<u>92,654</u>	<u>95,016</u>	<u>97,376</u>
<u>14</u>	<u>13</u>	<u>66,667</u>	<u>68,473</u>	<u>83,826</u>	<u>86,000</u>	<u>92,162</u>	<u>94,643</u>	<u>97,121</u>	<u>99,600</u>	<u>102,077</u>
<u>15</u>	<u>14</u>	<u>67,001</u>	<u>68,816</u>	<u>84,245</u>	<u>86,430</u>	<u>96,605</u>	<u>99,206</u>	<u>101,810</u>	<u>104,413</u>	<u>107,016</u>

**Licensed Psychologist & Centralized Intake Coordinator
Intermediate School District 917
Addendum B
Salary Schedule for 2023-2024**

-	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9
step	BA	BA+10	BA+20	BA+30	BA+40/MA	MA+10	MA+20	MA+30	MA+40 or SP
1	46712	48030	49349	50668	52085	53523	54963	56402	57841
2	48327	49691	51057	52421	53888	55378	56857	58357	59847
3	49999	51411	52824	54237	55756	57298	58840	60384	61926
4	51729	53191	54653	56114	57690	59286	60882	62478	64074
5	53520	55032	56547	58059	59693	61343	62995	64848	66300
6	55638	57212	58786	60359	62059	63776	65496	67212	68931
7	57841	59478	61116	62751	64521	66308	68095	69881	71668
8	60133	61835	63537	65239	67082	68940	70798	72656	74513
9	60133	61835	66056	67827	69745	71677	73610	75542	77476
10	60133	61835	68677	70517	72514	74523	76534	78544	80552
11	60133	61835	71741	73666	75755	77855	79954	82055	84155
12	60133	61835	78292	76955	79141	81335	83530	85725	87919
13	60133	61835	78292	80392	82680	84973	87265	89561	91854
14	60133	61835	78292	80392	86788	89196	91604	94013	96420
15	60133	61835	78292	80392	91103	93630	96159	98689	101216

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF
EMPLOYMENT FOR
MENTAL HEALTH PROFESSIONAL COORDINATORS
and
CENTRALIZED INTAKE COORDINATORS**

July 1, 2024 – June 30, 2025

UPDATE APPROVED BY THE SCHOOL BOARD

June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment as provided herein, cover those employees who enter into this agreement with the School Board of Intermediate School District 917, Rosemount, Minnesota (School District) beginning July 1, 2024, as a Mental Health Professional Coordinator or a Centralized Intake Coordinator. These terms and conditions of employment as provided herein, will continue through the week of June 30, 2025, or until otherwise amended.

**ARTICLE II
LEAVES OF ABSENCE**

Section 1. PTO Leave: Personal Time Off (PTO) is defined as absence used for illness, bereavement, adoption, religious holidays, personal use and paid childcare leave. Personal Time Off does not include such absences as jury duty (Section 4) and unpaid childcare leave.

Subd. 1. Full-Time Employees: All full-time employees working under this contract at eight (8) hours per day/40 hours per week, shall be credited with thirteen (13) days of Personal Time Off (PTO) per school year, ten (10) of which (i.e. 80 hours) may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. The PTO shall be frontloaded at the beginning of each school year. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 2. Part-Time and Job Share Employees: Part-time and job share employees working 0.8 FTE or more will be frontloaded their PTO at the beginning of the year, which will prorated from thirteen (13) days at a minimum of 80 hours. 80 hours of their prorated, frontloaded PTO may be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers.

Part-time and job share employees working less than 0.8 FTE will accrue PTO days on a pro-rata basis based on the employee's total hours worked compared to a full-time employee, which may all be used in accordance with Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota employers. Employees who take medical or parental leave of absence, under this article, shall retain all their PTO.

Subd. 3. For the purposes of consistency of contracts and policies referring to paid time off, such as time off allotted for illness or medical/dental appointments, as "leave" types, time off aligned with Minnesota's Earned Sick and Safe Time statutes shall be referred to as "Earned Sick and Safe Leave" or "ESSL."

Subd. 4. At the end of each contract year, unused paid leave days (PTO and/or sick leave) will be processed as follows:

- a) An employee's unused PTO hours will be rolled into a sick leave bank.

- b) If an employee's accrued sick leave balance equals forty-five (45) unused sick leave days or more as of the end of the contract year, then five (5) unused PTO days will be sold back at the rate of two hundred (\$200) per day (part-time employees will be prorated based on hours worked per week with 40 hours as the basis for full time). Any remaining PTO days beyond the five (5) days sold back will be added to each employee's previously accrued sick leave balance, except as provided below. In the event a PTO sell back is required under this paragraph and the employee's unused PTO balance at the end of the contract year is less than five (5) days, the amount of PTO sold will be equal to the employee's accrued PTO balance. Returning employees shall receive the monies for their PTO sell back on their end-of-August paycheck, following the conclusion of the school year, except for retiree employees, who shall receive the monies on the middle-of-June paycheck.
- c) Employees hired prior to December 1 of the given contract year, who have used five (5) or less PTO days at the end of each contract year shall receive a District contribution of two hundred dollars (\$200) in their name to the Minnesota State Retirement System (MSRS) Health Care Savings Plan. This contribution shall correspond with the end-of-August paycheck for returning employees, following the conclusion of the school year, except for retiree employees, whose contribution shall correspond with the middle-of-June paycheck.

Subd. 5. An employee may use their ten (10) PTO days allotted for ESSL in accordance with state statute. PTO and accumulated sick leave for illness of the employee, and the employee's child under 18, and/or the employee's parent or parent-in-law. For purposes of this subdivision, "child" includes stepchild, grandchild, biological, adopted and foster child. For purposes of this subdivision, "parent" includes stepparent, biological, and adoptive parent. Should the employee and their circumstance qualify for Family Medical Leave Act protection, the employee may be eligible for time-off per the Family Medical Leave Act and the district leave policies.

Subd. 6. After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from the attending medical provider indicating such absence was due to illness or disability. Requests for documentation following the use of ESSL will adhere to state statute. The District may require certification by the attending medical provider stating that the employee is in good health and able to resume the employee's duties upon return. In the event that a medical certification will be required, the employee will be so advised.

Subd. 7. In addition to other leaves and benefits provided for in this Continuing Bargaining Agreement, employees may take leaves under the provisions of all applicable state and federal laws, including the Family and Medical Leave Act. FMLA leaves shall run concurrently with any of the other leaves provided for in this Continuing Bargaining Agreement. Nothing in this contract shall be interpreted to diminish any benefit provided for in law, including those provided in the FMLA.

Subd. 8. To use PTO days without giving a reason for the absence, the employee must give at least a three (3) day notice and receive preapproval from their program administrator and the approving administrator will consider the safety and operational

continuity of the program. In circumstances when the program cannot be safely and effectively operated without the employee, the program administrator may deny the request for use of PTO.

A three (3)-day notice is not needed for ESSL, illness, or bereavement unless the use is for foreseeable reasons, such as planned medical or dental appointments.

In the situation of a request for use of PTO with less than a three (3)-day notice, it is required that the employee provide an explanation of why a three (3)-day notice was not possible and the reason for the absence is required.

Subd. 9. PTO shall be granted in quarter-hour increments. Requests for the use of PTO days will typically not be granted on conference days or inservice days or the first ten (10) and the last ten (10) student contact days of the school year except for reasons of illness or bereavement, depending on district need, but can be granted at the discretion of the supervisor. PTO requests may be denied on a particular day if granting PTO leave would be disruptive to the functioning of the particular program.

Requests for exceptions to the expectations herein, if denied by the supervising administrator, require the approval of the superintendent or their designee through a review process. Employees seeking exceptions in order to use PTO during the restricted periods listed above, if denied by their supervisor, must reach out to the Director of Human Resources.

Subd. 10. No more than three (3) consecutive PTO days may be granted except for childbirth, adoption, absence due to extended illness, ESSL, or bereavement though extended absences must adhere to the leave of absence request process outlined in district policies.

Subd. 11. An employee who is entitled to PTO leave pay, or has accumulated sick leave, who is then receiving Worker's Compensation, may not be paid PTO leave pay in an amount greater than the difference between such Worker's Compensation and the employee's basic salary. Under such circumstances, only that fraction of a PTO leave day not covered by Worker's Compensation insurance shall be deducted from accrued leave.

Subd.12. Upon termination of an employee's employment for any reason, all PTO days and accumulated sick leave shall be immediately and automatically cancelled. If the employee is rehired within one year, the previously accumulated PTO days and accumulated sick leave shall be reinstated.

Section 2. Medical Leave

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

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

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

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

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

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

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

designee in writing, at least one (1) week prior to his/her intention to return from leave.

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on medical leave may extend the employee's probationary period.

Section 3. Parental Leave

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

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

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

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

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

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

Subd. 6. Probationary Period: Periods of time for which the employee is on parental leave may extend the employee's probationary period.

Section 4. Civic Duty/Military Leave

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

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

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

Section 5. General Unpaid Personal Leave

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

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

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

Subd. 3. An employee on an approved general leave of absence for a full school year or the spring semester of the school year, shall notify the Superintendent in writing of his/her intention to return for the upcoming school year no later than April 1 of the leave school year. For leaves that do not end at the conclusion of a school year, an employee on a general leave of absence under this Section must notify the Superintendent in writing, of his/her intention to return from general leave at least one (1) month prior to his/her approved leave end date.

Section 6. Insurance Implications

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

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

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

Section 7. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of PTO and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional PTO days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall retain the employee's original seniority date during such leave of absence.

**ARTICLE III
CONTRACT YEAR**

Section 1. Standard Work Year: A full-time (1.0 FTE) employee’s duty year shall be 195 paid days to be scheduled as outlined in Section 2 of this article. When it is necessary to compute a per day salary, the employee’s base salary will be divided by the number of paid days (195 for full-time) per year. When it is necessary to compute a per hour salary, the employee’s base salary will be divided by the number of paid days (195 for full-time) per year then divided by the number of hours worked per day (eight (8) for full-time).

Section 2: Calendar and Work Schedule: All employees under this contract, regardless of their full-time equivalent, shall complete a duty day calendar reflecting their total days worked (195 for full-time) between July and the following June of a given fiscal year, which they must get approved by their supervisor and provide to human resources (HR@isd917.org). Should the employee’s calendar change during the course of the year, the employee must get their revised calendar approved by their supervisor and provide it to human resources (HR@isd917.org).

**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school year adding to the years of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least at a 0.75 FTE (146.25 of 195 days) 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 dollar as listed in the following schedule, according to year of continuous employment.

Year of continuous employment in the district	2024-2025
Years 1 to 4	360
Years 5 to 9	860
Years 10 to 15	1060
Years 16 to 20	1260
Years 21+	1460

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. Leaves of Absence: 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: All insurance benefits in this article are available to employees who are working in a position on a 0.75 (146.25 of 195 days) up to a 1.0 FTE contract. An employee working 0.54 FTE up to/not equal or exceeding 0.75 shall be granted benefits contributions at 76% of the contribution's dollar amounts listed herein.

Subd. 1. Individual High Deductible Medical Coverage:

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, 2024, 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 \$775. Effective January 1, 2025, 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 \$780.

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.

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.

Subd. 2. Family High Deductible Medical Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex

Choice Plan (the "Flex Choice Plan"). Effective July 1, 2024, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1600. Effective, January 1, 2025, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1800.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in 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.

Subd. 3. 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, 2024, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$124 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Section 3. Group Paid Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 4. Life Insurance: The School District will pay each month all of the life insurance premium for an \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 5. Claims Against the School District: 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 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. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district participation and contribution 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 the following August 31st.

ARTICLE V OTHER BENEFITS

Section 1. Mileage: Employees required to use their personal vehicle in the performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

Section 2. Trainer/Inservice Presenter: An employee who is assigned to train, teach, or otherwise inservice other staff members outside of their typical job responsibilities (i.e. does not include trainings for the buildings/programs to which the employee is assigned) shall be compensated at the hourly rate of the employee's contract. If the training occurs during a time that the employee would otherwise be scheduled for their contracted duties for which the given training/inservice is not a part, then this hourly compensation is in addition to their contracted pay. All such training assignments must be made in writing by the appropriate director, assistant director, principal, or by the superintendent.

The employee will be compensated at the hourly rate of the employee's contract for preparation for the initial training only if preparation occurs outside of the employee's normal duty days/hours. For each professional development training presented, an employee may be compensated up to one (1) hour of prep time for each one (1) hour of the length of the training session per fiscal year. The employee must provide documentation for time spent in preparation outside of the employee's duty day.

Section 3. Lead PCM, Behavior Tools, & Special Education Training Coordinator Stipend: An employee who is assigned to serve as the lead professional crisis management (PCM), behavior tools, and special education training coordinator will support the Assistant Director/Director assigned to supervise training and trainers, as directed. This assignment will facilitate various training duties, such as maintaining consistency and reliability across trainers, finding last-minute substitute trainers, and other duties as assigned. For their work, the employee will receive an annual stipend of \$5000, to be spread evenly across all paychecks for the fiscal year. Should an employee be assigned this role partway through the year, the stipend will be prorated based on the number of workdays remaining. This stipend shall not be factored into the employee's hourly rate when calculating the hourly rate for additional time worked.

Section 4. Reimbursement for Additional Certification: Employees in the contract will be awarded an annual stipend of \$250 to help offset their additional expenses for CEUs and/or certification and licensing fees. This will be distributed automatically on a paycheck within the month of May of each contract year.

ARTICLE VII MISCELLANEOUS

Section 1. Probationary Period: Employees shall serve a probationary period from their first day of paid work until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee.

Section 2. Evaluation: Employees shall be evaluated once annually by administration.

Section 3. Years of Employment: For purposes of calculating years of service or the year in relation to 403B, longevity, and other benefits herein, the first year of employment shall be defined as any workdays of employment prior to the last student day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

Section 4. Right of Assignment: The district has the managerial right to assign employees to sites and/or programs based on the needs of the district.

Section 5. Renewal of Contract: The employee is considered an at-will employee and shall have no right to continued employment. The employee group herein and the district shall provide notice to the other by April 1 of the year in which the current contract ends that they intend to renew the contract, and any new terms of the contract will be negotiated between the parties prior to the commencement of the new contract in July of the given year. If a new contract is not finalized prior to the commencement of the date the new contract should begin (July), once finalized, items negotiated within the new contract shall be retroacted to the beginning of the new contract year, unless otherwise specified within the contract. If the District does not provide notice of their intent to renew the contract, the failure to provide notice of non-renewal shall not provide any basis for continuing rights to employment.

Section 6. Resignation Notice: During the term of this contract, the employee may terminate the contract by providing 30 days written notice to the District. Upon termination, the parties will have no further obligation to the other.

ARTICLE VIII 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 step increase effective the following July 1. An employee hired after January 1 shall not be eligible for a salary step 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. Base Salary: Employee shall receive a salary based on education and experience as agreed upon by each employee and the District for the duration of this contract as noted on each employee's individual agreement for School Board approval. The salary shall be taken from Addendum A for the 2024-2025 school year.

Subd. 1. Placement: Placement on the salary schedule at the time of initial hire to the position will be made by the Executive Director and will not be open to appeal. The factors that will be used in the placement determination include: degree earned, graduate credits earned beyond a Master's degree, years of experience while employed in the same or similar role (although it will not necessarily be a year-to-year match), applicability and transferability of skills and experience, and market forces at the time of hire. The initial placement may be determined at any step; however, lane/range placement will be determined based on credits/degrees provided to the District via an official transcript.

In each subsequent year of employment, the employee will typically progress along the steps of the salary schedule. However, for the 2024-2025 school and contract year, employees will remain on the same step as they were during the 2023-2024 school year. The first step was dropped from the salary schedule, so remaining on the same step acts as a step increase. This placement has no bearing on seniority for the purposes of either longevity, 403B match, or other related items.

Subd. 2. Pay Schedule: An employee's annual salary and any stipends are spread evenly over the number of paychecks the employee receives, which is typically 24, starting July 15 and concluding June 30 of each fiscal year. New employees may have less than 24 paychecks depending on their start date, particularly if they are starting in their position later than July 1.

Subd. 3. Lane/Range Changes: Once annually, employees have the opportunity to provide the District with an additional or updated official transcript to move to a new lane/range. Following graduate credit pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The following procedures apply:

- a. Definition: Reference to credits in this section shall mean semester credits.
- b. Employees will use the same process as the teachers to request prior approval for graduate credits to be used toward a lane change. Therefore:
 - i. All graduate credits, in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course.
 - ii. All graduate credits applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
 - iii. All credits must carry a grade equivalent of "B" or higher. If a course is offered only with a pass or no pass grade, such pass grade shall be deemed equivalent to a "B."

Subd. 5. Lane/Range Changes Via Continuing Education Units (CEUs) for the Mental Health Professional Coordinator: Annually, employees may apply to have Continuing Education Units (CEUs) recognized for a lane/range change. Following CEU pre-approval and submission of the 'Lane Change Request Form,' individual contracts will be modified to reflect qualified lane changes one (1) time per school year (July 1 to June 30), where employees move no more than two lanes, provided an official transcript of qualified credits and all related required paperwork is submitted to the Human Resources department (HR@isd97.org). Retro-pay in alignment with the employee's new, approved lane placement will occur as soon as practicable and will be effective the first workday following the date the last graduate credit or degree was obtained. Lane change requests submitted after May 15 will be held and applied, if approved, at the beginning of the subsequent school year. The following procedures apply:

- a. CEU course work must be approved by the appropriate professional association.
- b. Fifteen (15) CEUs will equal one (1) semester credit of graduate work.
- c. Employees will use the same process as the teachers to request prior approval for CEUs to be used toward a lane change. Therefore:
 - i. All CEU hours, in order to be considered for application on the salary schedule, must be approved by the superintendent or their designee in writing prior to the taking of the course.
 - ii. All CEUs applied to lanes/ranges beyond a Master's degree lane/range, must be earned subsequent to the earning of the degree.
- d. CEUs applied to this subdivision must be paid for by the employee and not by the District.

Section 3. Longevity: Where years of employment is defined in Article VII, Section 3, employees shall receive a longevity stipend beyond the salaries delineated in Addendums A and B as follows:

Year of continuous employment in the district	2024-2025
Years 16 & 17	2200
Years 18, 19, & 20	2800
Years 21, 22, 23, 24, & 25	4400
Years 26+	5500

Longevity shall be factored into the employee's hourly rate when calculating the hourly rate for additional time worked.

Mental Health Professional Coordinator & Centralized Intake Coordinator Contract Approved by the School Board:

Chair

June 11, 2024
Date

Clerk

June 11, 2024
Date

**Mental Health Professional Coordinator & Centralized Intake Coordinator
Intermediate School District 917
Addendum A
Salary Schedule for 2024-2025**

		<i>Range 1</i>	<i>Range 2</i>	<i>Range 3</i>	<i>Range 4</i>	<i>Range 5</i>	<i>Range 6</i>	<i>Range 7</i>	<i>Range 8</i>	<i>Range 9</i>
Old/Previous Step from 2023-2024	New Step	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40 or SP
1	NA	50,877	52,234	53,592	54,952	56,433	57,916	59,396	60,878	62,360
2	1	52,540	53,945	55,352	56,757	58,291	59,824	61,358	62,893	64,426
3	2	54,262	55,717	57,172	58,628	60,215	61,802	63,390	64,976	66,565
4	3	56,044	57,551	59,057	60,562	62,205	63,847	65,492	67,134	68,777
5	4	57,890	59,447	61,008	62,565	64,266	65,966	67,667	69,367	71,069
6	5	60,072	61,692	63,314	64,935	66,703	68,471	70,240	72,009	73,777
7	6	62,341	64,027	65,714	67,398	69,239	71,076	72,916	74,755	76,477
8	7	64,702	66,454	68,208	69,962	71,874	73,787	75,700	77,612	79,525
9	8	65,025	66,787	70,803	72,627	74,616	76,605	78,594	80,583	82,574
10	9	65,350	67,121	73,503	75,398	77,466	79,535	81,605	83,674	85,742
11	10	65,677	67,456	76,660	78,642	80,803	82,965	85,128	87,288	89,451
12	11	66,006	67,794	79,960	82,030	84,290	86,548	88,808	91,067	93,326
13	12	66,336	68,133	83,409	85,572	87,934	90,293	92,654	95,016	97,376
14	13	66,667	68,473	83,826	86,000	92,162	94,643	97,121	99,600	102,077
15	14	67,001	68,816	84,245	86,430	96,605	99,206	101,810	104,413	107,016



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 11, 2024

Re: Summary of Changes for Custodial/Delivery 2024-2026 Contract

Following one (1) meeting with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 7.89% over two years (2024-2025 and 2025-2026). MSBA is 6.11%.
2. Aligned the positions listed in the contract with the formal job description job titles.
3. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
4. Bereavement language was moved up for flow and to align with other contracts.
5. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
6. Vacation was changed to more closely align with other contracts and help with retention:
 - a. Vacation will be frontloaded, but will be prorated if an employee leaves mid-year.
 - b. Corresponding years of service were aligned to groups of 4 to 5 year spans.
 - c. 1 to 2 days were added for those with 5+ years of service.
7. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
8. Language for clarification on how double-time is paid, if/when it is paid, was added.
9. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA medical insurance changes:
 - i. Clarifying that eligibility is for employees working 0.75 FTE or more.
 - ii. No increase to family or individual insurance contributions.
 - c. Dental insurance information remained the same, but moved up for flow and to align with other contracts.
10. Salary schedule changes:
 - a. The bottom/first two (2) steps of the salary schedule were dropped and another step added to the first year (2024-2025) creating a 13-step schedule (previously 14 steps).
 - b. For both 2024-2025 and 2025-2026, there was a 2.25% increase to each of the steps.
 - c. District lead custodian stipend increased from \$1,000 to \$1,500 per year.

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
DISTRICT CUSTODIAL AND DELIVERY EMPLOYEES**

EFFECTIVE JULY 1, ~~2022~~2024, to JUNE 30, ~~2024~~2026

APPROVED BY THE SCHOOL BOARD

June ~~14~~11, ~~2022~~2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the District Custodial and Delivery Employees (hereinafter "Employee"), who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who, at a 1.0 full-time equivalent (1.0 FTE) work 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and are employed with Intermediate School District 917 (hereinafter "School District" or "District") as one of the following positions:

Lead Custodian I
Custodian II
Delivery
~~Part Time~~ Cleaner

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

Subd. 1. Full-Time Employees: ~~All full-time employees as defined in Article I shall earn receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District, or a maximum of one (1) day per month of employment. Each The employee shall be credited frontloaded with the twelve (12) ESSL days at the beginning of each year of employment, not subject to proration due to a leave of absence or early departure from the position but not more than one (1) per month for time worked. Employees working 190 to 220 workdays will earn six (6) days each year and employees working 221 to 259 workdays 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. Part-Time Employees: ~~Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.~~

Part-time employees who work at least 80 hours in a year up to 0.84 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for

every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

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

~~Subd. 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. 34: Unused sick leave days may accumulate without limit.

Section 2. Medical Leave

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

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

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

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked 1,250 hours within the twelve (12)-month period preceding the leave. Any use of vacation, sick leave, or unpaid time off (non-duty days) are not be

counted toward the 1,250-hour benchmark.

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

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

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

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

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

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

- b) Upon return from a medical leave, the employee shall be returned to the former position held from which the employee was granted the leave, or an equivalent

position should that position no longer be available or the School District determines the timing of the employee's return would interfere with student achievement.

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

Section 3. Parental Leave

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

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

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

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

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

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

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

Section 4. Bereavement and Family Illness Leaves:

Subd. 1: An employee may be granted absence with pay due to the death of a spouse, child, adult child, stepchild, parent, brother, sister, parent-in-law, grandparent, or grandchild based on the following schedule:

- 190 to 220 workdays – three (3) days per occurrence
- 221 to 260 workdays – five (5) days per occurrence

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An employee may be granted absence with pay for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, regular members of the immediate household, or significant person based on the following schedule:

- 190 to 220 workdays – one (1) day per occurrence
- 221 to 260 workdays – three (3) days per occurrence

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Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

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Subd. 2. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding.

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Section 45. Civic Duty/Military Leave

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

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

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

Section 56. General Unpaid Personal Leave

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

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

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

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

Section 67. Insurance Implications

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

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

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

Section 78. Accrued Benefits:

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

additional paid leave days, or other benefits shall accrue for the period of time that the employee is on unpaid leave.

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

Section 89. 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.

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Section 9. Death and Illness:

~~Subd. 1: An employee may be granted absence with pay due to the death of a spouse, child, step child, parent, brother, sister, parent in law, son in law or daughter in law, or grandchild based on the following schedule:~~

~~190 to 220 workdays—three (3) days per occurrence
221 to 260 workdays—five (5) days per occurrence~~

~~An employee may be granted absence with pay for the death of the employee's grandparent, brother in law, sister in law, or significant person of the immediate household based on the following schedule:~~

~~190 to 220 workdays—one (1) day per occurrence
221 to 260 workdays—three (3) days per occurrence~~

~~Absence due to the death of a family member shall not be deducted from sick leave.~~

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

~~Subd. 3: Additional absence for severe illness or death may be granted at the sole discretion of the Superintendent, whose decision is final and binding.~~

**ARTICLE III
VACATIONS AND HOLIDAYS**

Section 1. Earned Vacation:

Subd. 1: ~~An employee will be frontloaded with the number of vacation days outlined below. Years of employment is defined in Article IV, Section VI. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 shall have their vacation frontloaded at a prorated rate.~~ Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall earn vacation as follows:

In years 1 - 2	10 days per year
In years 3-1 - 4	15 days per year
In years 5 - 9	17-18 days per year
In years 10 - 14	19-21 days per year
In years 15+	22-24 days per year

Employees working part-time, but at least 190 days per year at eight (8) hours per day, shall earn vacation as follows:

In year 1 and beyond _____ 2 days per year

Subd. 2: ~~Five (5) days of v~~Vacation may be taken after the first six (6) months of employment, ~~unless otherwise approved by the employee's supervisor through the district's absence management system.~~ ~~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. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer two (2) weeks' written notice.

Subd. 5: ~~In the event that an employee uses credited vacation prior to completion of the year in which such credit is earned, the employee shall be liable to the School District for any vacation pay advanced beyond actual accrual in the event the employee leaves the service of the School District. 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: Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall be granted the following ~~twelve (12)~~ paid holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday in November

4. Day after the fourth (4th) Thursday in November
5. December 24
6. December 25
7. January 1
8. Third (3rd) Monday of January
9. Third (3rd) Monday of February
- ~~10. The Friday before the full moon following the northern Spring equinox~~
10. Last Monday of May
11. June 19
- ~~12.~~ 12. Floating holiday to be indicated in the attendance tracking system

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. Double time is the rate of pay equal to double the employee's standard rate. Since employee's are paid automatically at the employee's standard rate for each holiday, to receive double time, the employee must submit a timesheet for any hours worked on a holiday. The holiday hours worked will be paid once, but in addition to the automatic standard rate, thus giving the employee double pay.

**ARTICLE IV
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed three continuous years of service in the District and thus will be eligible for contribution in the employee's fourth continuous year of service in the District. 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 Continuous Service in District</u>	<u>Contribution</u>
4-5	\$1000
6-9	\$1050
10 – 14	\$1100
15 – 19	\$1150
20+	\$1250

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

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Section 42. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$775 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, 2024, the School District shall contribute a sum not to exceed \$800 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, 2022, the School District shall contribute a sum not to exceed \$1650 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, 2023, the School District shall contribute a sum not to exceed \$1750 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. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$1850 per month.~~

Subd. 31. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee starting July 1, 2022, shall not exceed ~~\$775~~\$800. Effective January 1, ~~2024~~2025, the School District shall contribute a sum not to exceed \$800 per month. Effective

January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.

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

Subd. 4. Family High Deductible ~~Medical~~ Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution beginning July 1, ~~2022~~2024, 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 ~~\$1650~~1850. Beginning January 1, ~~2023~~2025, the amount shall not exceed ~~\$1750~~1850. Beginning January 1, ~~2024~~2026, the amount shall not exceed \$1850.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to

the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Section 2. Dental Insurance:

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

Section 2. Group ~~Income Protection~~Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 3. Life Insurance: The School District will pay each month all of the life insurance premium for a \$50,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

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Section 4. Dental Insurance:

~~Subd. 1. Individual Coverage: Effective July 1, 2022, 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, 2022, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

~~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 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 from the date of hire until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Call Back and Building Check: 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
SALARIES**

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired into this contract prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired into this contract on or after January 1 shall not be eligible for a salary increase until the second following July 1 (Example: An employee hired prior to January 1, ~~2022~~2024, shall be eligible for a salary increase effective on July 1, ~~2022~~2024. An employee hired on or after January 1, ~~2022~~2024, shall not be eligible for a salary increase until July 1, ~~2023~~2025). 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. Step Advancement:

Subd. 1. Placement for 2024-2025: Employees hired prior to January 1, 2024, will be placed on the 2024-2025 salary schedule (Addendum A) on a step one (1) less than their step placement for 2023-2024. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as a one-step advancement on the salary schedule. For example, an employee who worked 2023-2024 on step eight (8) will be placed on step seven (7) on the 2024-2025 salary schedule.

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Subd. 2. Placement for 2025-2026: Employees hired prior to January 1, 2025, will advance one (1) step from their placement in 2024-2025 on the 2025-2026 salary schedule (Addendum B). For example, an employee who worked 2024-2025 on step seven (7) will be placed on step eight (8) on the 2025-2026 salary schedule.

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Subd. 3. Employees Transferring Positions/Moving Ranges: Step placement and advancement shall occur for employees fulfilling the same position from year-to-year as listed above in Section 1 and Section 2, Subdivisions 1 and 2. However, for an employee transferring to a role within this contract from Range 2 to Range 1 shall remain on the same step. For transfers from Range 2 to Range 1 in 2024-2025, the employee will be placed on the 2024-2025 salary schedule (Addendum A) on a step two (2) less than their step placement for 2023-2024 on. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as placement on the same step of the salary schedule. For example, an employee who worked 2023-2024 on step ten (10) will be placed on step eight (8) on the 2024-2025 salary schedule. Those employees transferring from Range 1 to Range 2 shall follow the placement listed above in Section 1 and Section 2, Subdivisions 1 and 2.

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Section 23. Longevity: Employees shall receive a longevity salary increase beyond the salaries shown in Exhibit A of the agreement as follows; continuous years of employment refer to years in the District.

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.

Year of Employment	2022-2023	20232024-20242026
Years 10-14 of Continuous Employment	\$0.75	\$1.00
Years 15-19 of Continuous Employment	\$1.00	\$1.25
Years 20+ of Continuous Employment	\$1.25	\$1.50

**ARTICLE IX
SEVERANCE/RETIREMENT**

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

Section 2. 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. Employees hired into the District after July 1, 2020 shall not be eligible for severance/retirement benefits listed within this Article.

Section 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 4. 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 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE X
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.

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Section 2. District Lead Custodian Stipend:- The Lead Custodian I designated as the district lead shall be paid an annual stipend of ~~\$1000~~1500 for the additional work assignment responsibilities for the period of July 1, ~~2022~~2024, to June 30, ~~2023~~2025, and an annual stipend of ~~\$1,000~~1500 for the period July 1, ~~2023~~2025, to June 30, ~~2024~~2026. The payments will be made on the regular pay schedule of twenty-four (24) payments for each twelve-month period.

District Custodial and Delivery Contract Approved by the School Board:

_____ June 14, 202211, 2024
Chair Date

_____ June 14, 202211, 2024
Clerk Date

Exhibit A: Rates of Pay

Year 1: 2022-2023

	Lane 1		Lane 2		Lane 3
Step	Lead-Custodian	Step	Custodian/Delivery	Step	Part-Time Cleaner
1	\$25.88	1	\$18.30	1	\$14.50
2	\$26.46	2	\$18.64	2	\$14.69
3	\$27.03	3	\$18.99	3	\$14.85
4	\$27.60	4	\$19.32	4	\$15.03
5	\$28.18	5	\$19.67	5	\$15.21
6	\$28.75	6	\$20.01	6	\$15.38
7	\$29.33	7	\$20.36	7	\$15.55
8	\$29.90	8	\$20.71	8	\$15.72
9	\$30.47	9	\$21.05	9	\$15.90
10	\$31.06	10	\$21.41	10	\$16.07
11	\$31.64	11	\$21.76	11	\$16.25
12	\$32.25	12	\$22.12	12	\$16.43
13	\$32.85	13	\$22.50	13	\$16.62
14	\$33.48	14	\$22.88	14	\$16.79

Year 2: 2023-2024

	Lane 1		Lane 2		Lane 3
Step	Lead-Custodian	Step	Custodian/Delivery	Step	Part-Time Cleaner
1	\$26.40	1	\$18.67	1	\$14.79
2	\$26.98	2	\$19.01	2	\$14.98
3	\$27.57	3	\$19.37	3	\$15.15
4	\$28.16	4	\$19.71	4	\$15.33
5	\$28.74	5	\$20.07	5	\$15.52
6	\$29.33	6	\$20.41	6	\$15.68
7	\$29.91	7	\$20.77	7	\$15.86
8	\$30.50	8	\$21.12	8	\$16.04
9	\$31.08	9	\$21.47	9	\$16.22
10	\$31.68	10	\$21.83	10	\$16.39
11	\$32.27	11	\$22.20	11	\$16.57
12	\$32.89	12	\$22.57	12	\$16.76
13	\$33.51	13	\$22.95	13	\$16.95
14	\$34.15	14	\$23.34	14	\$17.13

Addendum A:
2024-2025 Salary Schedule

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<u>Old/Previous Step in 2023-2024</u>	<u>New Step for 2024-2025</u>	<u>Range 1</u> <u>Lead Custodian I</u>	<u>Range 2</u> <u>Custodian II/ Delivery/ Cleaner</u>
<u>1</u>		<u>\$26.99</u>	<u>\$19.09</u>
<u>2</u>		<u>\$27.59</u>	<u>\$19.44</u>
<u>3</u>	<u>1</u>	<u>\$28.19</u>	<u>\$19.81</u>
<u>4</u>	<u>2</u>	<u>\$28.79</u>	<u>\$20.15</u>
<u>5</u>	<u>3</u>	<u>\$29.39</u>	<u>\$20.52</u>
<u>6</u>	<u>4</u>	<u>\$29.99</u>	<u>\$20.87</u>
<u>7</u>	<u>5</u>	<u>\$30.58</u>	<u>\$21.24</u>
<u>8</u>	<u>6</u>	<u>\$31.19</u>	<u>\$21.60</u>
<u>9</u>	<u>7</u>	<u>\$31.78</u>	<u>\$21.95</u>
<u>10</u>	<u>8</u>	<u>\$32.39</u>	<u>\$22.32</u>
<u>11</u>	<u>9</u>	<u>\$33.00</u>	<u>\$22.70</u>
<u>12</u>	<u>10</u>	<u>\$33.63</u>	<u>\$23.08</u>
<u>13</u>	<u>11</u>	<u>\$34.26</u>	<u>\$23.47</u>
<u>14</u>	<u>12</u>	<u>\$34.92</u>	<u>\$23.87</u>
<u>NA</u>	<u>13</u>	<u>\$34.83</u>	<u>\$23.80</u>

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Addendum B:
2025-2026 Salary Schedule

	<u>Range 1</u>	<u>Range 2</u>
<u>Step for 2025-2026</u>	<u>Lead Custodian I</u>	<u>Custodian II/ Delivery/ Cleaner</u>
<u>1</u>	<u>\$28.82</u>	<u>\$20.25</u>
<u>2</u>	<u>\$29.44</u>	<u>\$20.61</u>
<u>3</u>	<u>\$30.05</u>	<u>\$20.98</u>
<u>4</u>	<u>\$30.66</u>	<u>\$21.34</u>
<u>5</u>	<u>\$31.27</u>	<u>\$21.72</u>
<u>6</u>	<u>\$31.89</u>	<u>\$22.08</u>
<u>7</u>	<u>\$32.49</u>	<u>\$22.45</u>
<u>8</u>	<u>\$33.12</u>	<u>\$22.82</u>
<u>9</u>	<u>\$33.74</u>	<u>\$23.21</u>
<u>10</u>	<u>\$34.39</u>	<u>\$23.60</u>
<u>11</u>	<u>\$35.03</u>	<u>\$23.99</u>
<u>12</u>	<u>\$35.70</u>	<u>\$24.40</u>
<u>13</u>	<u>\$35.61</u>	<u>\$24.34</u>

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INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
DISTRICT CUSTODIAL AND DELIVERY EMPLOYEES**

EFFECTIVE JULY 1, 2024, to JUNE 30, 2026

APPROVED BY THE SCHOOL BOARD

June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the District Custodial and Delivery Employees (hereinafter “Employee”), who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who, at a 1.0 full-time equivalent (1.0 FTE) work 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and are employed with Intermediate School District 917 (hereinafter “School District” or “District”) as one of the following positions:

Lead Custodian I
Custodian II
Delivery
Cleaner

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

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

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

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

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

“grandchild” includes a step-grandchild and a biological adopted and foster grandchild. For purposes of this subdivision, “parent” includes stepparent, biological, and adoptive parent.

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

Section 2. Medical Leave

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

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

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

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

twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

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

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

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

Section 3. Parental Leave

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration for the care of a newborn child or an adopted child, provided that the employee is caring for the child on a full-time basis. The parental leave

will run concurrently, that is at the same time, as family medical leave should the leave be an FMLA-qualified leave of absence.

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

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

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

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

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

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

Section 4. Bereavement and Family Illness Leaves:

Subd. 1: An employee may be granted absence with pay due to the death of a spouse, child, adult child, stepchild, parent, brother, sister, parent-in-law, grandparent, or grandchild based on the following schedule:

- 190 to 220 workdays – three (3) days per occurrence
- 221 to 260 workdays – five (5) days per occurrence

An employee may be granted absence with pay for the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, regular members of the immediate household, or significant person based on the following schedule:

- 190 to 220 workdays – one (1) day per occurrence

- 221 to 260 workdays – three (3) days per occurrence

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

Subd. 2. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding.

Section 5. Civic Duty/Military Leave

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

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

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

Section 6. General Unpaid Personal Leave

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

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

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

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

Section 7. Insurance Implications

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

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

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

Section 8. Accrued Benefits:

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

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

Section 9. 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.

**ARTICLE III
VACATIONS AND HOLIDAYS**

Section 1. Earned Vacation:

Subd. 1: An employee will be frontloaded with the number of vacation days outlined below. Years of employment is defined in Article IV, Section VI. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 shall have their vacation frontloaded at a prorated rate. Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall earn vacation as follows:

In years 1 - 4	15 days per year
In years 5 - 9	18 days per year
In years 10 - 14	21 days per year
In years 15+	24 days per year

Employees working part-time, but at least 190 days per year at eight (8) hours per day, shall earn vacation as follows:

In year 1 and beyond	2 days per year
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Subd. 2: Vacation may be taken after the first six (6) months of employment, unless otherwise approved by the employee's supervisor through the district's absence management system.

Subd. 3: Vacation may be used after it is credited. Vacation may be accrued to a maximum of forty (40) days. All requests for vacation must be approved in advance by the employee's supervisor.

Subd. 4. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer two (2) weeks' written notice.

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

Section 2. Holidays: Eligible employees working full-time at twelve (12) months per year and forty (40) hours per week shall be granted the following twelve (12) paid holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday in November

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

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. Double time is the rate of pay equal to double the employee’s standard rate. Since employee’s are paid automatically at the employee’s standard rate for each holiday, to receive double time, the employee must submit a timesheet for any hours worked on a holiday. The holiday hours worked will be paid once, but in addition to the automatic standard rate, thus giving the employee double pay.

ARTICLE IV
403B MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed three continuous years of service in the District and thus will be eligible for contribution in the employee’s fourth continuous year of service in the District. 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 Continuous Service in District</u>	<u>Contribution</u>
4-5	\$1000
6-9	\$1050
10 – 14	\$1100
15 – 19	\$1150
20+	\$1250

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

Section 2. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

Subd. 1. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee starting July 1, 2022, shall not exceed \$800. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$800 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement

Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Medical Coverage:

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

Section 2. Dental Insurance:

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

Section 2. Group Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 3. Life Insurance: The School District will pay each month all of the life insurance premium for a \$50,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

ARTICLE VI OTHER BENEFITS

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

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

Section 3. Uniforms: The school district shall provide an annual stipend of \$300 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 from the date of hire until a minimum of 12 months and will extend until the June 30th of the subsequent year during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Call Back and Building Check: 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 SALARIES

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired into this contract prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired into this contract on or after January 1 shall not be eligible for a salary increase until the second following July 1 (Example: An employee hired prior to January 1, 2024, shall be eligible for a salary increase effective on July 1, 2024. An employee hired on or after January 1, 2024, shall not be eligible for a salary increase until July 1, 2025). 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. Step Advancement:

Subd. 1. Placement for 2024-2025: Employees hired prior to January 1, 2024, will be placed on the 2024-2025 salary schedule (Addendum A) on a step one (1) less than their step placement for 2023-2024. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as a one-step advancement on the salary schedule. For example, an employee who worked 2023-2024 on step eight (8) will be placed on step seven (7) on the 2024-2025 salary schedule.

Subd. 2. Placement for 2025-2026: Employees hired prior to January 1, 2025, will advance one (1) step from their placement in 2024-2025 on the 2025-2026 salary schedule (Addendum B). For example, an employee who worked 2024-2025 on step seven (7) will be placed on step eight (8) on the 2025-2026 salary schedule.

Subd. 3. Employees Transferring Positions/Moving Ranges: Step placement and advancement shall occur for employees fulfilling the same position from year-to-year as listed above in Section 1 and Section 2, Subdivisions 1 and 2. However, for an employee transferring to a role within this contract from Range 2 to Range 1 shall remain on the same step. For transfers from Range 2 to Range 1 in 2024-2025, the employee will be placed on the 2024-2025 salary schedule (Addendum A) on a step two (2) less than their step placement for 2023-2024 on. This is due to two (2) steps being dropped between 2023-2024 and 2024-2025, which will in fact act as placement on the same step of the salary schedule. For example, an employee who worked 2023-2024 on step ten (10) will be placed on step eight (8) on the 2024-2025 salary schedule. Those employees transferring from Range 1 to Range 2 shall follow the placement listed above in Section 1 and Section 2, Subdivisions 1 and 2.

Section 3. Longevity: Employees shall receive a longevity salary increase beyond the salaries shown in Exhibit A of the agreement as follows; continuous years of employment refer to years in the District.

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.

Year of Employment	2024-2026
Years 10-14 of Continuous Employment	\$1.00
Years 15-19 of Continuous Employment	\$1.25
Years 20+ of Continuous Employment	\$1.50

ARTICLE IX SEVERANCE/RETIREMENT

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

Section 2. 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. Employees hired into the District after July 1, 2020 shall not be eligible for severance/retirement benefits listed within this Article.

Section 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 4. 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 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE X
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. District Lead Custodian Stipend: The Lead Custodian I designated as the district lead shall be paid an annual stipend of \$1500 for the additional work assignment responsibilities for the period of July 1, 2024, to June 30, 2025, and an annual stipend of \$1500 for the period July 1, 2025, to June 30, 2026. The payments will be made on the regular pay schedule of twenty-four (24) payments for each twelve-month period.

District Custodial and Delivery Contract Approved by the School Board:

_____ June 11, 2024
Chair Date

_____ June 11, 2024
Clerk Date

Addendum A:
2024-2025 Salary Schedule

		Range 1	Range 2
Old/Previous Step in 2023-2024	New Step for 2024-2025	Lead Custodian I	Custodian II/ Delivery/ Cleaner
4	NA	\$26.99	\$19.09
2	NA	\$27.59	\$19.44
3	1	\$28.19	\$19.81
4	2	\$28.79	\$20.15
5	3	\$29.39	\$20.52
6	4	\$29.99	\$20.87
7	5	\$30.58	\$21.24
8	6	\$31.19	\$21.60
9	7	\$31.78	\$21.95
10	8	\$32.39	\$22.32
11	9	\$33.00	\$22.70
12	10	\$33.63	\$23.08
13	11	\$34.26	\$23.47
14	12	\$34.92	\$23.87
NA	13	\$34.83	\$23.80

Addendum B:
2025-2026 Salary Schedule

	Range 1	Range 2
Step for 2025-2026	Lead Custodian I	Custodian II/ Delivery/ Cleaner
1	\$28.82	\$20.25
2	\$29.44	\$20.61
3	\$30.05	\$20.98
4	\$30.66	\$21.34
5	\$31.27	\$21.72
6	\$31.89	\$22.08
7	\$32.49	\$22.45
8	\$33.12	\$22.82
9	\$33.74	\$23.21
10	\$34.39	\$23.60
11	\$35.03	\$23.99
12	\$35.70	\$24.40
13	\$35.61	\$24.34



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 11, 2024

Re: Summary of Changes for Executive Assistant to the Superintendent and School Board
2024-2026 Contract

The following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 6.99% over two years (2024-2025 and 2025-2026). MSBA is 5.33%.
2. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
3. Bereavement language was moved up for flow and to align with other contracts.
4. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
5. Vacation was changed to more closely align with other contracts and help with retention:
 - a. Vacation will be frontloaded, but will be prorated if an employee leaves mid-year.
 - b. Vacation in Year 1 was increased from 14 to 15 days to align with other contracts.
6. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
7. Language for clarification on the employee's hourly rate was added.
8. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA medical insurance changes:
 - i. Clarifying that eligibility is for employees working 0.75 FTE or more.
 - ii. No increase to family or individual insurance contributions.
 - c. Dental insurance information remained the same, but moved up for flow and to align with other contracts.
9. Salary changes: For both 2024-2025 and 2025-2026, there was a 4% increase in salary.

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF EMPLOYMENT FOR

EXECUTIVE ASSISTANT

TO THE SUPERINTENDENT & SCHOOL BOARD

EFFECTIVE JULY 1, 2022-2024 – JUNE 30, 2024-2026

Approved by the School Board: June 14, 2022, 2024

**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

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

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

Subd. 1. Full-Time Employees: ~~The~~ A full-time employee as defined in Article I shall ~~earn~~ receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District, ~~or a maximum of one (1) day per month of employment.~~ The employee shall be ~~credited-frontloaded~~ with the twelve (12) ESSL days at the beginning of each year of employment, ~~not subject to proration due to a leave of absence or early departure from the position but not more than one (1) per month for time worked. Employees working less than a full year shall accrue sick leave on a pro-rata basis. 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. Part-Time Employees: Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

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

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

~~Subd. 2: The employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, 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. 34.: Unused sick leave days may accumulate without limit.

Section 2. Medical Leave:

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

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

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

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

or adoption of a child, or to care for a parent's serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

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

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

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

Section 3. Parental Leave:

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

Subd. 2. Notification and Request for Parental Leave: An employee shall give written notice to human resources, per procedure outlined on the School District's website, requesting a

parental leave of absence at least three (3) calendar months before the beginning of the requested leave or within 24 hours of receipt of notice of the arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date.

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

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

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

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

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

Section 4. Bereavement and Family Illness Leave:

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

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

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

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Section 45. Civic Duty/Military Leave:

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

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

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

Section 56. General Unpaid Personal Leave:

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

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

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

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

Section 67. Insurance Implications:

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

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

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

Section 78. Accrued Benefits:

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

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Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of vacation and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

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Section 8. 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, sister, brother, grandparent, grandchild, parent in law or parent. Up to three (3) days absence may be granted with pay for the death of the employee's son in law or daughter in law, brother in law or sister in law, regular members of the immediate household or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.~~

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

~~employee's own illness (Minn. Stat. § 181.9413).~~

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

ARTICLE III VACATIONS AND HOLIDAYS

Section 1. Earned Vacation:

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

Year 1: ~~___~~ 14-15 days per year
Years 2 -9: ~~___~~ 20 days per year
Years 10-19: ~~___~~ 26 days per year
Year 20+: ~~___~~ 28 days per year

~~Subd. 2. Vacation may be taken after the first six (6) months of employment, unless otherwise approved by the employee's supervisor through the district's absence management system. During the initial fiscal year of employment, employees working full-time but 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 monthly basis. Part time employees shall accrue vacation on a pro rata basis.~~

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

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

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

Section 2. Holidays: An employee eligible under this section shall be granted the following ~~eleven~~ twelve (~~11~~ 12) paid holidays:

1. July 4
2. First (1st) Monday of September
3. Fourth (4th) Thursday in November
4. Day after the Fourth (4th) Thursday in November
5. December 24

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~~contribute a sum not to exceed \$800 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, 2022, the School District shall contribute a sum not to exceed \$1650 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, 2023, the School District shall contribute a sum not to exceed \$1750 per month. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$1850 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. 31. Individual High Deductible ~~Medical~~ Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$775-800~~ effective July 1, ~~2022~~2024. Effective January 1, ~~2024~~2025, the School District shall contribute a sum not to exceed \$800 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in

a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Subd. 42. Family High Deductible ~~Medical~~ Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1650-1850~~ effective July 1, ~~2022~~2024. Effective January 1, ~~2023~~2025, the School District shall contribute a sum not to exceed ~~\$1750-1850~~ per month. Effective January 1, ~~2024~~2026, the School District shall contribute a sum not to exceed \$1850 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Section 43. Dental Insurance:

Subd. 1. Individual Coverage Effective July 1, 2024, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled

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in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023⁵, the School District shall contribute \$56 per month toward individual coverage. Effective January 1, 2024⁶, the School District shall contribute \$56 per month toward individual coverage.

Subd. 2. Family Coverage Effective July 1, 2022⁴, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023⁵, the School District shall contribute \$138 per month toward family coverage. Effective January 1, 2024⁶, the School District shall contribute \$138 per month toward family coverage.

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Section 24. Group ~~Income Protection~~Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 35. Life Insurance: The School District will pay each month all of the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

~~Subd. 1. Individual Coverage Effective July 1, 2022, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute \$56 per month toward individual coverage. Effective January 1, 2024, the School District shall contribute \$56 per month toward individual coverage.~~

~~Subd. 2. Family Coverage Effective July 1, 2022, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute \$138 per month toward family coverage. Effective January 1, 2024, the School District shall contribute \$138 per month toward family coverage.~~

ARTICLE VI OTHER BENEFITS

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

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

ARTICLE VII MISCELLANEOUS

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

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

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired on or after January 1 shall not be eligible for a salary increase until the second following July 1. (Example: An employee hired prior to January 1, ~~2022~~2024, shall be eligible for a salary increase effective on July 1, ~~2022~~2024. An employee hired on or after January 1, ~~2022~~2024, shall not be eligible for a salary increase until July 1, ~~2023~~2025.). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

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

ARTICLE IX SEVERANCE/RETIREMENT

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

Section 2. Eligibility: Full-time employees who were hired prior to July 1, 2012, 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 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed forty (40) days.

Section 4. 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 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

**ARTICLE X
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.

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Subd. 4. Organize and implement the 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 with state and federal regulations.

Subd. 6. Organize and implement various inspections, instruction, and record keeping in accordance with state and federal regulations.

Subd. 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. 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.

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Section 2. Stipend for Additional Work Assignments: The Executive Assistant shall be paid in addition to the base salary an annual stipend for the additional work assignments in Section 1 of this Article for the period July 1, ~~2022-2024~~ to June 30, ~~2023-2025~~ and for the period of July 1, ~~2023-2025~~ to June 30, ~~2024-2026~~. The annual stipend of \$4400 for each of the two (2) years will be paid on the regular pay schedule of twenty-four payments.

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TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE ASSISTANT TO THE SUPERINTENDENT

Date of School Board Action authorizing execution: June ~~1411, 2022-2024~~

Chair Date June ~~1411, 2022-2024~~

Clerk Date June ~~1411, 2022-2024~~

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF EMPLOYMENT FOR

EXECUTIVE ASSISTANT

TO THE SUPERINTENDENT & SCHOOL BOARD

EFFECTIVE JULY 1, 2024 – JUNE 30, 2026

Approved by the School Board: June 11, 2024

**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

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

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

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

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

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

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

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

Section 2. Medical Leave:

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

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

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

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

Subd. 3. Notification and Request for Medical Leave: An employee must give written notice to human resources requesting a medical leave of absence at least three (3) calendar months before the beginning of the requested medical leave or within 24 hours of receipt of notice

of arrival of an adopted child, if notice is received less than three (3) calendar months before the leave start date, or as soon as possible following the onset of a serious health condition. The request for medical leave shall adhere to procedure outlined on the School District's website.

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

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

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

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

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

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

Section 3. Parental Leave:

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

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

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

Section must confirm with human resources or his/her administrative designee in writing, his/her intention to return from parental leave in August of the next school year by April 1 of the leave school year.

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

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

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

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

Section 4. Bereavement and Family Illness Leave:

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

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

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

Section 5. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court,

such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

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

Section 6. General Unpaid Personal Leave:

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

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

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

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

Section 7. Insurance Implications:

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

Subd. 2. Other Leaves: For leaves under this article that do not qualify per the FMLA, the employee shall pay the full insurance premium (School District and employee

contributions) for any month in which the employee does not work at least one (1) day.

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

Section 8. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of vacation and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

ARTICLE III VACATIONS AND HOLIDAYS

Section 1. Earned Vacation:

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

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

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

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

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

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

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

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

ARTICLE IV 403B MATCHING CONTRIBUTION

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

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

2024-2026: \$3,000

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

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

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

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

second year of employment begins on July 1, 2022.

ARTICLE V INSURANCE BENEFITS

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

Section 2. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

Subd. 1. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$800 effective July 1, 2024. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$800 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contribution to an HSA.

Subd. 2. Family High Deductible Medical Coverage

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

Section 3. Dental Insurance:

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

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

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

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

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

ARTICLE VI OTHER BENEFITS

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

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

ARTICLE VII MISCELLANEOUS

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

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

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into

this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired on or after January 1 shall not be eligible for a salary increase until the second following July 1. (Example: An employee hired prior to January 1, 2024, shall be eligible for a salary increase effective on July 1, 2024. An employee hired on or after January 1, 2024, shall not be eligible for a salary increase until July 1, 2025.). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

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

ARTICLE IX SEVERANCE/RETIREMENT

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

Section 2. Eligibility: Full-time employees who were hired prior to July 1, 2012, 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 3. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed forty (40) days.

Section 4. 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 5. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than ninety (90) calendar days prior to the proposed retirement date.

ARTICLE X 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 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 with state and federal regulations.

Subd. 6. Organize and implement various inspections, instruction, and record keeping in accordance with state and federal regulations.

Subd. 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. 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 for Additional Work Assignments: The Executive Assistant shall be paid in addition to the base salary an annual stipend for the additional work assignments in Section 1 of this Article for the period July 1, 2024 to June 30, 2025 and for the period of July 1, 2025 to June 30, 2026. The annual stipend of \$4400 for each of the two (2) years will be paid on the regular pay schedule of twenty-four payments and will not be factored into the employee's hourly rate.

TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE ASSISTANT TO THE SUPERINTENDENT

Date of School Board Action authorizing execution: June 11, 2024

_____ June 11, 2024
Chair Date

_____ June 11, 2024
Clerk Date



Intermediate School District 917

Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068

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

To: ISD 917 School Board

Date: June 11, 2024

Re: Summary of Changes for Finance/Human Resources/Info Technology 2024-2026 Contract

Following two (2) meetings with the Superintendent, Executive Director of Business Services, and Director of Human Resources, the following is a summary of the changes proposed for approval by the ISD 917 School Board:

1. Total package cost was 7.62% over two years (2024-2025 and 2025-2026). MSBA is 5.85%.
2. The resolution by the School Board, at the January 2024 meeting, addressing Minnesota State Statute 181.9445 through 181.9448 that outlines mandatory Earned Sick & Safe Time for Minnesota was incorporated into the leaves of absence language.
3. Bereavement language was moved up for flow and to align with other contracts.
4. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
5. Vacation will be frontloaded, but will be prorated if an employee leaves or is hired mid-year.
6. The resolution by the School Board, at the June 2023 meeting, addressing the addition of Juneteenth as a holiday was incorporated into the holiday language.
7. TSA/403B matching contributions will now be based on years of service rather than on the position that the employee is filling, which aligns with other contracts.
8. Benefits changes:
 - a. Both the individual and family copay coverage option was dropped for January 2025.
 - b. HSA medical insurance changes:
 - i. Clarifying that eligibility is for employees working 0.75 FTE or more.
 - ii. No increase to family or individual insurance contributions.
 - c. Dental insurance information remained the same, but moved up for flow and to align with other contracts.
9. Salary changes:
 - a. Hourly rates, which are outlined in individual contracts and not in the group contract, increased by 3.25% to 6.5% depending on the position (due to previous market adjustments for finance and HR staff) and the impact of the 403B changes made.

ISD 917 Vision

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

ISD 917 Core Values

Collaboration * Empathy * Innovation * Stewardship * Communication * Integrity * Personalization * Equity * Diversity

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
FINANCE, HUMAN RESOURCES, and INFORMATION TECHNOLOGY
CLASSIFIED FULL-YEAR EMPLOYEES**

EFFECTIVE JULY 1, ~~2022~~2024 – June 30, ~~2024~~2026

APPROVED BY THE SCHOOL BOARD

~~May 3, 2022~~June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the Finance, Human Resources, and Information Technology Classified Full-Year Employees (hereinafter "Employee"), who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who, at a 1.0 full-time equivalent (1.0 FTE) work 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and are employed with Intermediate School District 917 (hereinafter "School District" or "District") as one of the following positions:

Accountant
Benefits Specialist
Computer Network Specialist
Human Resources Assistant
Payroll Specialist
Purchasing Specialist/Buyer
Talent Acquisition Specialist

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

Subd. 1. Full-Time Employees: ~~The~~A full-time employee shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at the rate of twelve (12) days during each fiscal year of service (July – June) in the employ of the School District, ~~or a maximum of one (1) day per month of employment.~~ The employee shall be ~~credited~~ frontloaded with ~~the~~ twelve (12) ESSL days at the beginning of each year of employment, ~~not subject to proration due to a leave of absence or early departure from the position~~but not more than one (1) per month for time worked. ~~Employees working less than a full year shall accrue sick leave on a pro rata basis. 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. Part-Time Employees: Part-time employees who work 0.85 FTE or greater shall receive Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers, at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above during each fiscal year but no less than 80 hours. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Part-time employees who work 0.75 to 0.84 FTE shall receive 80 hours of Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers. The employee shall be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Part-time employees who work at least 80 hours in a year up to 0.74 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

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

~~Subd. 2: The employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, 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. 34: Unused sick leave days may accumulate without limit.

Section 2. Medical Leave

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

Maternity-Pregnancy Leave: The start of a personal physical disability absence for prenatal care, pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of a personal physical disability absence for childbirth shall also be determined by the employee's physician. This must be communicated to the School District in writing. Leaves extending beyond the physician's documentation shall fall under

parental leave and may be eligible under the Family Medical Leave Act as noted in subdivision two (2) of this section.

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

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

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

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

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

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

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

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

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

Section 3. Parental Leave

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

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

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

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

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

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

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

Section 4. Bereavement and Family Illness Leaves:

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

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

Subd. 2. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding.

Section 45. Civic Duty/Military Leave:

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

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

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

| Section 56. General Unpaid Personal Leave:

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

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

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

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

| Section 67. Insurance Implications

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

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

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

Section 78. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of vacation and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 8. 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, sister, brother, grandparent, grandchild, parent in law or parent. Up to three (3) days absence may be granted with pay for the death of the employee's son in law or daughter in law, brother in law or sister in law, regular members of the immediate household or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.~~

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

~~be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).~~

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

Commented [LK1]: Moved up to section 4 and edited for flow and to match other contracts.

ARTICLE III VACATION AND HOLIDAYS

Section 1. Basic Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. The employee's ~~work day~~workday shall consist of eight (8) working hours per day, not including any unpaid/duty-free lunch time.

Section 2. Earned Vacation:

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

Year 1	15 days per year
Years 2-6	20 days per year
Years 7-15	26 days per year
Years 16 or more	27 days per year

Subd. 2. All requests for vacation must be approved in advance by the employee's supervisor. Vacation may be taken after the first six (6) months of employment, unless otherwise approved by the employee's supervisor through the district's absence management system. ~~During the initial fiscal year of employment, employees working full-time but 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 it will be credited to the employee on a quarterly basis. Part time employees shall accrue vacation on a pro-rata basis.~~

Subd. 3. Year-end vacation balances ~~Vacation may be accrued to a maximum of no more than forty-five (4045) days will be rolled over into the next fiscal year. All requests for vacation must be approved in advance by the employee's supervisor.~~

Subd. 4. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time

accrued, provided the employee has given the employer ~~four-three~~ (3~~4~~) weeks' written notice.

Commented [LK2]: This is striked through, but you cannot tell because it is a 4. 😊

An employee who retires from the school district will be paid regular salary for all vacation time accrued, provided the employee has given the employer at least six (6) weeks' written notice. Funds paid to the employee's for accrued, but unused vacation time will be deposited into the employee's post-employment health care savings plan account with the Minnesota State Retirement Systems (MSRS) Trust.

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

Section 3. Holidays: Employees shall be granted the following ~~eleven-twelve~~ (1~~2~~) paid holidays:

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

**ARTICLE IV
403B MATCHING CONTRIBUTION**

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

Section 2. Contribution: For each year of this contract, the School District will match eligible employee contributions up to an annual maximum of:

<u>Years of Continuous Service</u>	<u>TSA/403B Matching 2024-2026</u>
<u>1-5 years</u>	<u>\$1,200</u>

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<u>6-9 years</u>	<u>\$1,800</u>
<u>10-15 years</u>	<u>\$2,500</u>
<u>16+ years</u>	<u>\$2,700</u>

	<u>TSA/403B Matching</u>
<u>Position</u>	<u>2022-2024</u>
<u>Accountant</u>	<u>\$2,300</u>
<u>Benefits Specialist</u>	<u>\$1,100</u>
<u>Computer Network Specialist</u>	<u>\$1,200</u>
<u>Human Resources Assistant</u>	<u>\$1,100</u>
<u>Payroll Specialist</u>	<u>\$2,500</u>
<u>Purchasing Specialist/Buyer</u>	<u>\$2,000</u>
<u>Talent Acquisition Specialist</u>	<u>\$1,100</u>

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

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

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

Section 6. Years of Employment/Service: An employee who is hired prior to June 30 will be considered in their first year of employment. Each year of employment will begin on July 1. For example, if an employee begins June 15, ~~2022-2024~~ their first year of employment ends on June 30, ~~2022~~2024, and their second year of employment begins on July 1, ~~2022~~2024.

**ARTICLE V
INSURANCE BENEFITS**

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

Section 42. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$775 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, 2024, the School District shall contribute a sum not to exceed \$800 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, 2022, the School District shall contribute a sum not to exceed \$1650 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, 2023, the School District shall contribute a sum not to exceed \$1750 per month. Effective January 1, 2024, the School District shall contribute a sum not to exceed \$1850 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. 31. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$775-800~~ effective July 1, ~~2022~~2024. Effective January 1, ~~2024~~2025, the School District shall contribute a sum not to exceed \$800 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

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

Subd. 4. Family High Deductible ~~Medical~~ Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). 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 ~~\$1650-1850~~ effective July 1, ~~2022~~2024. Effective January 1, ~~2023~~2025, the School District shall contribute a sum not to exceed ~~\$1750-1850~~ per month. Effective January 1, ~~2024~~2026, the School District shall contribute a sum not to exceed \$1850 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to

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

Section 3. Dental Insurance:

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

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

Commented [LK3]: This was moved up for flow. Other than the dates, everything remains the same.

Section 2. Group ~~Income Protection~~ Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 3. Life Insurance: The School District will pay each month all of the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

Section 4. Dental Insurance:

~~Subd. 1. Individual Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute \$56 per month toward individual coverage. Effective January 1, 2024, the School District shall contribute \$56 per month toward individual coverage.~~

~~Subd. 2. Family Coverage: Effective July 1, 2022, the School District shall contribute a sum not to exceed \$138 per month toward the cost of the premium for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction. Effective January 1, 2023, the School District shall contribute \$138 per month toward family coverage. Effective January 1, 2024, the School District shall contribute \$138 per month toward family coverage.~~

**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 taken to enhance an employee's job performance in his/her designated role, which are approved in accordance with district policy.

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

**ARTICLE VII
MISCELLANEOUS**

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

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

**ARTICLE VIII
SALARIES**

Section 1. Salary Increases for New Employees: A new employee 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, ~~2022~~2024, shall be eligible for a salary increase effective on July 1, ~~2022~~2024. An employee hired on or after January 1, ~~2022~~2024, shall not be eligible for a salary increase until July 1, ~~2023~~2025.). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Hourly Rate: Employees will be paid an hourly rate designated on their individualized contract, separate from this group contract.

**ARTICLE IX
SEVERANCE/RETIREMENT**

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

Section 2. Cut Off Date: The benefits of Article IX shall not apply to any member of this group employed after July 1, 2007.

Section 3. Eligibility: Full-time employees who have completed at least twelve (12) 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 4. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed forty (40) days.

Section 5. Method of Pay-Out:

- a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the 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 6. 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.

Finance, Human Resources, and Information Technology – Classified Year-Round Contract
 Approved by the School Board:

	May 3, 2022 June 11, 2024
Chair	Date

	May 3, 2022 June 11, 2024
Clerk	Date

INTERMEDIATE SCHOOL DISTRICT 917

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
FINANCE, HUMAN RESOURCES, and INFORMATION TECHNOLOGY
CLASSIFIED FULL-YEAR EMPLOYEES**

EFFECTIVE JULY 1, 2024 – June 30, 2026

APPROVED BY THE SCHOOL BOARD

June 11, 2024

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**ARTICLE I
DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover the Finance, Human Resources, and Information Technology Classified Full-Year Employees (hereinafter “Employee”), who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who, at a 1.0 full-time equivalent (1.0 FTE) work 40 hours per week, 52 weeks per year less time off granted by this agreement for holidays, vacations, and approved leaves and are employed with Intermediate School District 917 (hereinafter “School District” or “District”) as one of the following positions:

Accountant
Benefits Specialist
Computer Network Specialist
Human Resources Assistant
Payroll Specialist
Purchasing Specialist/Buyer
Talent Acquisition Specialist

**ARTICLE II
LEAVES**

Section 1. Sick Leave:

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

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

Part-time employees who work 0.75 to 0.84 FTE shall receive 80 hours of Earned Sick and Safe Leave (ESSL), per Minnesota State Statutes 181.9445 through 181.9448, which outlines mandatory Earned Sick & Safe Time for Minnesota employers. The employee shall

be frontloaded with ESSL days at the beginning of each fiscal year of employment, not subject to proration due to a leave of absence or early departure from the position.

Part-time employees who work at least 80 hours in a year up to 0.74 FTE shall accrue Earned Sick and Safe Leave (ESSL) monthly at a prorated rate in relation to full-time, 1.0 FTE employees' ESSL allotment listed above but no less than one (1) hour of ESSL for every 30 hours worked, with the ability to accumulate at least 48 hours of ESSL each year.

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

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

Section 2. Medical Leave

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

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

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

- a) FMLA Eligibility: Over the twelve (12) months prior to leave, employees must have been employed with the School District for at least twelve (12) months and worked

1,250 hours within the twelve (12)-month period preceding the leave. Any use of PTO, sick leave, or unpaid time off are not be counted toward the 1,250-hour benchmark.

- b) Pursuant to law, FMLA Leave shall be granted for any of the following reasons:
 - i. The employee’s own serious health condition, as defined by the FMLA.
 - ii. The employee’s need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA.
 - iii. The placement (adoption or foster care) or birth of a child up to one year after the child’s birth or placement.

- c) FMLA Leave will run concurrently, that is at the same time, with any paid leave and any and all of the employee’s accrued paid leave must be exhausted before the employee transitions to an unpaid leave of absence.

- d) Spouses who work for the School District shall be allowed a combined total of twelve (12) weeks unpaid FMLA leave during any twelve (12)-month period for the birth or adoption of a child, or to care for a parent’s serious health condition. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District.

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

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

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

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

The employee may provide medical verification from a qualified healthcare provider

of the employee's work restrictions due to the employee's serious medical condition, and the School District will attempt to accommodate those restrictions if possible.

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

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

Section 3. Parental Leave

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

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

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

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

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

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

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

Section 4. Bereavement and Family Illness Leaves:

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

Absence due to illness or injury of a family member or for safety leave shall be deducted from sick leave or ESSL in accordance with state statute. Provisions under this section are not intended to limit any rights the employee may have under the family medical leave act.

Subd. 2. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding.

Section 5. Civic Duty/Military Leave:

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

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

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

Section 6. General Unpaid Personal Leave:

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

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

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

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

Section 7. Insurance Implications:

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

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

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

Section 8. Accrued Benefits:

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

Subd. 2. Employees on General Leaves: An employee on a general leave under this article shall retain his/her number of vacation and sick leave days, experience credit for pay purposes, and other accrued benefits, if any, up to the date that the employee went on leave for use upon the employee's return from leave. No additional paid leave days, experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

**ARTICLE III
VACATION AND HOLIDAYS**

Section 1. Basic Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. The employee's workday shall consist of eight (8) working hours per day, not including any unpaid/duty-free lunch time.

Section 2. Earned Vacation:

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

Year 1	15 days per year
Years 2-6	20 days per year
Years 7-15	26 days per year
Years 16 or more	27 days per year

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

Subd. 3. Year-end vacation balances of no more than forty-five (45) days will be rolled over into the next fiscal year.

Subd. 4. Vacation Pay-Out: An employee who is terminated or leaves the employment of the school district of his or her own volition will be paid regular salary for all vacation time accrued, provided the employee has given the employer three (3) weeks' written notice.

An employee who retires from the school district will be paid regular salary for all vacation time accrued, provided the employee has given the employer at least six (6) weeks' written notice. Funds paid to the employee's for accrued, but unused vacation time will be deposited into the employee's post-employment health care savings plan account with the Minnesota State Retirement Systems (MSRS) Trust.

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

Section 3. Holidays: Employees shall be granted the following twelve (12) paid holidays:

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

ARTICLE IV 403B MATCHING CONTRIBUTION

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

Section 2. Contribution: For each year of this contract, the School District will match eligible employee contributions up to an annual maximum of:

<u>Years of Continuous Service</u>	<u>TSA/403B Matching 2024-2026</u>
1-5 years	\$1,200
6-9 years	\$1,800
10-15 years	\$2,500
16+ years	\$2,700

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

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

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

Section 6. Years of Employment/Service: An employee who is hired prior to June 30 will be considered in their first year of employment. Each year of employment will begin on July 1. For example, if an employee begins June 15, 2024 their first year of employment ends on June 30, 2024, and their second year of employment begins on July 1, 2024.

**ARTICLE V
INSURANCE BENEFITS**

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

Section 2. Health and Hospitalization Insurance: Employees working 0.75 FTE or greater shall be eligible for insurance as outlined below.

Subd. 1. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to

such eligible employee shall not exceed \$800 effective July 1, 2024. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$800 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$800 per month.

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

Subd. 4. Family High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). The total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$1850 effective July 1, 2024. Effective January 1, 2025, the School District shall contribute a sum not to exceed \$1850 per month. Effective January 1, 2026, the School District shall contribute a sum not to exceed \$1850 per month.

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

Section 3. Dental Insurance:

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

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

Section 2. Group Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income protection plan shall include the following:

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

Section 3. Life Insurance: The School District will pay each month all of the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

ARTICLE VI OTHER BENEFITS

Section 1. Professional Development: The School Board agrees to reimburse tuition and fees and membership/association fees for courses and memberships taken to enhance an employee's job performance in his/her designated role, which are approved in accordance with district policy.

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

ARTICLE VII MISCELLANEOUS

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

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

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee 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, 2024, shall be eligible for a salary increase effective on July 1, 2024. An employee hired on or after January 1, 2024, shall not be eligible for a salary increase until July 1, 2025.). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Hourly Rate: Employees will be paid an hourly rate designated on their individualized contract, separate from this group contract.

ARTICLE IX SEVERANCE/RETIREMENT

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

Section 2. Cut Off Date: The benefits of Article IX shall not apply to any member of this group employed after July 1, 2007.

Section 3. Eligibility: Full-time employees who have completed at least twelve (12) 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 4. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed forty (40) days.

Section 5. Method of Pay-Out:

- a. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the 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 6. 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.

Finance, Human Resources, and Information Technology – Classified Year-Round Contract
Approved by the School Board:

Chair June 11, 2024
Date

Clerk June 11, 2024
Date



Intermediate School District 917

Purposeful. Personalized. Partners.

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<http://www.isd917.org>

Dr. Michael Favor

TO: School Board
FROM: Dr. Michael Favor
DATE: June 11, 2024
RE: Policies

The policy listed below are a first and final reading:

- 203.2 Order of the Regular School Board Meeting. Add public discussion to the work session.
- 206 Public Participation in School Board Meetings.
- 518 DNI-DNR – no changes.
- 530 Immunization Policy – no changes.
- 714 Fund Balance. No changes unless you want to change the annual review to every three years like other policies. This is on the last paragraph.
- 740 Facility Use. Added “the” and “or guardian.”

The following policy is listed for deletion:

- 808 COVID-19 Face Covering Policy

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors ~~and open forum~~. **Public discussion will be conducted in the work session prior to the regular school board meeting.**
4. ~~Good News~~. **This is done in the work session.**
5. Approval of prior meeting minutes.
6. Presentation of bills for payment.
7. Reports.
8. Written communications.
9. Old or unfinished business.
10. New business.
11. Superintendent's announcements.

12. Adjournment.

B. Items in this order may be considered as part of a consent agenda.

C. The school board may depart from the order of business with the consent of the majority of members present.

IV. REGULAR SCHOOL BOARD MEETINGS

Regular Meetings of the Board normally shall be the first Tuesday of each month unless otherwise posted on the Intermediate School District 917 website.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 203.6 (Consent Agendas)

**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS
ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY
CONSIDERATIONS**

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means data on individuals collected because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the social security number; 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; bargaining unit; 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, regardless of whether

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 public body; the terms of any agreement settling any dispute arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, 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 or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data on applicants for election or appointment to a public body, including a school board, are public. That data includes: name; city of residence; education and training; employment history; volunteer work; awards and honors; and prior government service or experience.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);

3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons opportunity to be heard and to have complaints considered and evaluated by the school board, within the limits of the law and this policy and subject to reasonable time, place and manner restrictions. **This will be conducted in the work session prior to the regular board meeting. Each participant can have up to three minutes for discussion.** Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

- ~~1. Persons who wish to have a subject on the agenda at a public school board meeting must notify the superintendent's office six days in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~
1. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
2. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more

representatives or spokespersons to speak on behalf of the group or organization.

3. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
4. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
5. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee shall first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint shall be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district shall be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time where persons

may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

518 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

530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary, or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:

1. a statement, from a physician **advanced practice registered nurse, physician assistant**, or a public clinic which provides immunizations (**hereinafter "medical statement"**), **stating affirming** that the student received the immunizations required by law, consistent with medically acceptable standards; or
2. a **medical** statement, ~~from a physician or a public clinic which provides immunizations, stating~~ **affirming** that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards;

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the **medical** statement ~~of a physician or public clinic which administers immunizations~~. If such a statement is substituted, this statement must indicate the month and year each

immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A or III.B above or a statement of immunization set forth in Section IV, below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A or III.B above or Section IV below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided, or an approved vaccine schedule has been initiated.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a ~~physician's~~ signed **medical** statement ~~stating~~ **affirming** that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

- B. The parent or guardian of a minor student or an emancipated student submits ~~his or her~~ **their** notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

- A. The school district will develop and implement a procedure to:
 - 1. notify parents **or guardians** and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
 - 2. notify parents **or guardians** and students of the consequence for failure to provide required documentation regarding immunizations;
 - 3. review student health records to determine whether the required information has been provided; and
 - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records regarding the protection and privacy of student data.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer. All ISD 917 students who attend programs located in a member district building will follow the Immunization policy and procedures of the member district.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

Legal References: Minn. Stat. § 13.32 (Educational Data)

Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)

Minn. Stat. § 121A.17 (School Board Responsibilities)

Minn. Stat. § 144.29 (Health Records; Children of School Age)

Minn. Stat. § 144.3351 (Immunization Data)

Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)

Minn. Stat. § 144.442 (Testing in Schools)

Minn. Rules Parts 4604.100-4604.1000 (Immunization)

McCarthy v. Ozark Sch. Dist., 359 F 3d 1029 (8th Cir. 2004)

Op. Att'y Gen. 169-W (Jan.17, 1968) (2)

Op. Att'y Gen. 169-W (July 23, 1980) (1)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

714 Fund Balances

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.

- E. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of 15% percent of the annual budget.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and the Executive Director of Business Services. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

740 FACILITY UTILIZATION

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the procedures to be used to grant access to district facilities by outside agencies or groups.

II. GENERAL STATEMENT OF POLICY

- A. District 917 will allow use of district facilities to eligible community, industrial or educational groups. These groups shall be engaged in educational, civic or recreational activities consistent with public school education or District 917 goals.
- B. Facility use by outside agencies will in all cases be scheduled so that on-going instructional programs of the district shall have first preference when requesting the use of district facilities.

III. PROCEDURES

- A. Outside agencies granted use of district facilities for various activities must be under adult supervision and must assume full responsibility for damage to district facilities. The agency shall agree to indemnify District 917 for any and all damage to school or other property arising from facility use. An occupancy agreement must be completed by both District 917 and the outside agency prior to rental of the facility (see enclosed attachment).
- B. Agencies or persons using District 917 facilities must comply with local and state fire and police ordinances regarding public assemblies. Additionally, agencies or persons using District 917 facilities must comply with district facility use regulations and procedures.
- C. The district administration has established a fee schedule, based on classification, for district facility and equipment use. The district administration may also establish scheduling timelines and procedures, and other administrative procedures as are necessary to regulate the use of facilities. The School Board shall approve any major modifications of these procedures.

ATTACHMENT A

INTERMEDIATE SCHOOL DISTRICT 917

OCCUPANCY AGREEMENT

THIS AGREEMENT is between the Board of Education of Intermediate School District 917 ("Licensor"), and _____ ("Licensee"), and is governed by Minnesota law.

1. **PERMITTED USE:** Licensor agrees to allow Licensee use of the following:

LOCATION:

DATE AND TIME:

DESCRIPTION OF ACTIVITY OR EVENT (Attach additional pages as necessary):

See Attached

Licensee expressly understands and agrees that this Agreement is not intended to and does not create a landlord-tenant relationship between the parties. Licensee is granted only a permit to occupy and use the space for the purpose and during the period identified above. It is specifically understood that the permission to use the space and the period of use are not exclusive to Licensee, and Licensor shall have the right to enter and use the space at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Licensor.

2. **FEES.** For its use of the space, Licensee agrees to pay to the Licensor a fee of \$ _____ which amount shall be payable to _____.

3. **CONTRACT ADMINISTRATION.**

Licensee's authorized agent: _____

Address: _____

Phone: _____ Fax: _____

Licensor's authorized agent: _____

Address: _____

Phone: _____ Fax: _____

4. **MAINTENANCE OF SPACE**. Licensee agrees to maintain the space in a reasonably clean and sanitary condition. After Licensee has completed its use and occupancy of the space, Licensor will inspect the space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Licensor shall have the right, in its sole discretion, to either (1) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Licensor all at Licensee's cost.
5. **RULES AND REGULATIONS**. Licensee agrees to honor and abide by all rules and regulations set forth by Licensor during its occupancy of the space, including complying with designated smoking areas.
6. **LICENSEE'S INSURANCE**. Prior to Licensee's occupancy of the space, Licensee shall provide Licensor with a certificate of general liability and property damage insurance naming Licensor as an additional insured and reflecting coverage to \$300,000 for death by wrongful act or omission, and to \$300,000 for any claimant in any other case, but not to exceed \$1,000,000 for any number of claims arising out of a single occurrence. Licensee shall maintain this coverage at its sole expense during its use of the space.
7. **HOLD HARMLESS AND INDEMNITY**. Licensee shall indemnify and hold Licensor harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, or arising out of any work or thing done in or about the space or structures or equipment in the space when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Licensor's negligence as determined by a court of law. Licensee hereby assumes all responsibility for security throughout its occupancy and use of the space.
8. **MINNESOTA DATA PRACTICES ACT**. Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
9. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**. Licensee agrees that in occupying the space, it is responsible for complying with the Americans

with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Licensor IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Licensor, the Minnesota Department of Administration, and either the Minnesota Legislative Auditor or State Auditor.
11. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of Licensor. All amendments to this Agreement shall be in writing and executed by a duly authorized representative of each party.
12. **CANCELLATION.** This Agreement may be cancelled by either party at any time, for any reason, upon seven days written notice to the other party.

1. **LICENSOR**

By (authorized Intermediate District 917 signature)
Title
Date

2. **LICENSEE**

By (authorized signature)
Title
Date

I. General Procedures

A. Requests by District Instructional Personnel, Student Groups, and School Organizations.

District facilities not directly assigned to an instructional program must be reserved by staff under the terms of this procedure. Use of facilities directly assigned to an instructional program must be approved in advance by the program supervisor's office.

1. Reserving Common Use Space (Dakota County Technical College)

Instructional personnel, student groups, and school organizations which wish to reserve common use space, must present the request to the Business Office:

B. Requests by the Public

1. Members of the public wishing to reserve facilities at ISD 917 must complete an application form available from the Business Office. The completed form must identify the responsible individual and be returned to:

Business Office
Intermediate School District 917
1300 – 145th Street East
Rosemount, MN 55068-2999
651-423-8229

2. The request will be reviewed to determine appropriate fees and conditions appropriate under these procedures, and approval or disapproval will be granted by the responsible authority.
3. Permit holder may not assign, transfer, sublet or charge a fee for the use of facilities.
4. All activities must be under competent supervision. Maintenance staff will supervise the operation of the facilities but will not be required to supervise the group or its activities.
5. All permits shall be revocable and shall not be considered as a lease. The school board or its authorized agent may reject any application or cancel any permit.
6. Furniture and equipment owned by the district shall not be moved or removed from buildings owned by District 917.
7. Prior approval must be obtained for any apparatus or other equipment to be moved into the building and **the** same must be removed promptly so as not to interfere with the normal school program.
9. Organizations using the school facilities shall agree to indemnify the district for any and all damage by any person or persons attending the affair, and likewise the school district against any and all liability and any and all damages to any person or persons.
10. It is policy of District 917 School Board that no person may smoke or use tobacco products (1) in any building which is owned or leased by the School District; or (2) in any vehicle which is owned or leased by the School District.
11. The use of intoxicating beverages or liquors anywhere in or on the premises is prohibited.
12. All local and state ordinances and laws of the police and fire departments must be observed.
13. Any use of audio visual or other school district equipment must show item approval on the use permit.
14. Regular school activities and organizations of the school shall have first priority in the use of any school facilities.

II. Eligibility of Groups and Fees

District facilities are open to nonprofit community, industrial or educational groups so long as they are engaged in educational, civic or recreational activities consistent with public school education or District 917 goals.

Programs of the district shall have first preference to the time and use of facilities, and normally facilities will not be available to the public during any time classes are in session.

A. Classifications

For the purpose of determining fees, the following classifications are in force:

Class I

1. School-related staff, student, and parent **or guardian** groups.
Examples: advisory committees, technical organizations, student clubs, employee organizations or unions.
2. Organized youth groups. Examples: Brownies, Scouts or 4-H.
3. Special meetings sponsored by local civic organizations which are of general interest, educational, open to the public, and no admission is charged.
4. Meetings sponsored by state or county agencies or units of state or local government.

Class II

1. Organized community groups when charging an admission fee, shall be contracted through the Business Office:

B. Fees Based on Classifications

Class I

1. No facility utilization fee will be charged.

Class II

1. Classrooms \$125
2. Computer labs \$175
3. Shop facilities \$225
4. Outdoor field space at Alliance Education Center \$150 per week

RECOMMEND DELETING THIS POLICY

808 COVID-19 FACE COVERING POLICY

I. PURPOSE

The purpose of this policy is to establish requirements for employees, students and other persons (including visitors, guests, contractors, etc.) present on school property to wear face coverings in classrooms, preschools, childcare settings, and other indoor areas to address public health concerns.

II. GENERAL OF STATEMENT OF POLICY

- A. The policy of the school district is to comply with Executive Order 20-81 and applicable face covering requirements from the Minnesota Department of Health and the Minnesota Department of Education-
- B. Face coverings are meant to protect other people in case the wearer does not know they are infected.
- C. When outlined in the district’s posted learning plan, all students, staff, and other people present indoors in school buildings and district offices or riding on school transportation vehicles are required to comply with standards to wear a face covering.
- D. A violation of this policy occurs when any student, staff, or other person present in a school building, in the school district office, or on a school transportation vehicle fails to wear a face covering, unless an enumerated exception applies.

III. DEFINITION OF FACE COVERING

- A. A face covering must be worn to cover the nose and mouth completely, should not be overly tight or restrictive, and should feel comfortable to wear. The following are included in the definition of face covering:
 - 1. Paper or disposable mask;
 - 2. Cloth face mask;
 - 3. Scarf;
 - 4. Neck gaiter;

5. Bandana;
 6. Religious face covering; and
 7. Medical-grade masks and respirators
- B. A face shield is a clear plastic barrier that covers the face and allows visibility of facial expressions and lip movements for speech perception. A face shield should extend below the chin and to the ears, and there should be no exposed gap between the forehead and the shield's headpiece.
- C. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

IV. EXCEPTIONS AND ALTERNATIVES; TEMPORARY REMOVAL OF FACE COVERING

- A. Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.
- B. A face shield may be used as an alternative to a face covering in the following situations:
1. A student in grades kindergarten through eighth grade may wear a face shield when wearing a face covering is problematic.
 2. A teacher of any grade level may wear a face shield when wearing a face covering may impede the educational process.
 3. Staff, students, or visitors who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition may wear a face shield instead of a face covering.
 4. Staff providing direct support student services may wear a face shield instead of a face covering when a face covering would impede the service being provided.
- C. Staff, students, and other people present in school buildings or in district offices may temporarily remove their face covering or face shield in the following situations:

1. When engaging in classes or activities conducted outdoors, though people participating in these activities should maintain six feet of distance to the extent possible;
2. When engaging in indoor physical activity where the level of exertion makes wearing a face covering difficult, though people participating in these activities should maintain six feet of distance to the extent possible;
3. During activities, such as swimming or showering, where the face covering will get wet;
4. While receiving a service, including nursing, medical, or personal care services, that cannot be performed or is difficult to perform when the individual receiving the service is wearing a face covering;
5. Pre-kindergarten students age 5 years and younger participating in programming in a school building or district office;
6. When the wearer needs to remove their face covering to eat or drink, though care should be taken to maintain as much space as possible between people while doing so;
7. During indoor practices or performances involving singing, acting, public speaking, or playing musical instruments where a face covering cannot be used while playing the instrument, though people participating in these activities should maintain six feet of distance to the extent possible;
8. When required by school staff for the purposes of identification;
9. Staff working alone in their offices, classrooms, vehicles, or job locations that have no person-to-person interaction;
10. Staff working in communal spaces that have barriers such as Plexiglas or cubicle walls between employees that are above face level; or
11. When communicating with a person who is deaf or hard of hearing or has a disability, medical condition, or mental health condition that makes communication with a face covering difficult, provided that social distancing is maintained to the extent possible.

V. IMPLEMENTATION

- A. This policy will be available on the website at www.isd917.org, About, School Board, Policies.
- B. The school district will provide face coverings and/or face shields to employees

and students. Employees and students may choose to wear their own face covering as long as it covers the nose and mouth. To the extent practicable, the school district will maintain an extra supply of face coverings for people who forget to bring their face covering.

- C. The school district will teach and reinforce the use of face coverings and/or face shields for students and staff throughout the school day, including on transportation vehicles, inside school buildings, and generally when on school grounds.
- D. Individuals who cannot tolerate a face covering due to a medical condition or disability related condition may be permitted to utilize alternative options such as a face shield or other reasonable accommodation. The Superintendent or designee shall have discretion to determine whether an employee, parent, or community member qualifies for a reasonable accommodation and the accommodation to be provided. For a student with a medical condition or disability, the student's education team (i.e. IEP team, Section 504 team, health plan team) will determine whether the student qualifies for a reasonable accommodation and the accommodation to be provided. As a condition to granting a reasonable accommodation, the school district may require an individual to provide a physician's note and/or other relevant information or with respect to the condition or circumstance. Requests for reasonable accommodations from the face covering requirement shall be assessed on a case-by-case basis in accordance with applicable federal and state law.
- E. All face coverings shall meet the requirements of applicable dress code policies and/or codes of conduct.

VI. ENFORCEMENT; CONSEQUENCES FOR NON-COMPLIANCE

- A. In order to promote the health and safety of employees, students and members of the community, and make available a safe environment that is conducive to learning, compliance with this policy is necessary.
- B. Employees who fail or refuse to comply with this policy may be subject to discipline, as appropriate, up to and including the termination of employment.
- C. Students who fail or refuse to comply with this policy may be subject to discipline or removal from school property.
- D. The school district may, in its discretion, report violators of this policy to law enforcement. Any individual who willfully violates Emergency Executive Order 20-81 is guilty of a petty misdemeanor and upon conviction must be punished by a fine not to exceed \$100. (NOTE: This does not apply to: (1) children younger than 14 years old; or (2) students 14 years old and older who are enrolled in a school identified in Paragraph 12 of Emergency Executive Order 20-81, and who are on the premises of the school for educational purposes).

Legal References: Emergency Executive Order 20-81
 Minn. Stat. § 12.45 (Governor's Orders and Rules, Effect)
 Minn. Stat. § 12.45 (Violations; Penalties)

Cross References: MSBA/MASA Model Policy 807 (Health and Safety Policy)

Executive Director of Student Services
Board Update
June 2024

Values

Collaboration: Working together to achieve more collectively.

- Member district event: Preparations are underway for our member district event scheduled for July 17. This year we will have Laura Tubbs Booth join us in the afternoon for her annual legal year in review; however, in the morning, leadership teams for our member districts will be doing targeted, topical work focused on mutual issues in the field. Stay tuned for more details on time and location.

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

- ISD 917 Central Intake Year in Review: Justin Hoelscher and Kate Hulse presented A Year in Review related to Central Intake at our May directors' meeting. The presentation can be found [here](#). It includes the work that was done to further streamline our systems for intake in addition to summary data about intakes and the waitlist by program. We will cover some of this information again at our July meeting for member districts.

Innovation: Ongoing improvement of programs and services.

- DCALS class development: Starting June 10th, 11 students will participate in Story Circles, focus groups, and academic content to support the development of our graduation planning class. The students will be working collaboratively with one another as well as three DCALS staff. The students will gain credit for their work, with the possibility of graduating this summer and will help catapult our new ALC focus into action!

Stewardship: Managing financial and human resources carefully and responsibly.

- Staffing: We have a number of licensed positions that continue to be available. Some of the most pressing openings are three vacancies for interpreters. At Alliance Education Center we have two pending offers for special education teachers and two open positions, Cedar School has one open special education teacher position, Lebanon Education Center has four open special education teacher positions, Concord Education Center has one pending offer and three remaining open special education teacher positions. Of those hired or offered positions, we have three additional international teachers joining us. We also continue to work to fill mental health positions with those holding social work or guidance counseling licenses. At this time we have four offers out and one pending interview.

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

- Smore newsletters: Our last newsletters of the 2024-2025 school year were sent in May. Click [here](#) to read the District Update and [here](#) to read the Director Advisory Update.

Integrity: Aligning our actions with our values and beliefs.

- Tactile maps: In preparation for a field trip, Maren Aalgaard worked to make a tactile map of the MN Zoo for a visually impaired student. The student did an awesome job using it during the field trip, which was shared with parents. When asked what location they visit often, parents stated it was the MN Zoo, Como Zoo, and SeaLife. Maren located the maps online and is making tactile maps for the family that will be sent home that can be used over the summer.



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

- DCALS graduates: Throughout the 2023-2024 school year 87 students graduated from DCALS. On June 5th, we celebrated with 60 students that had the opportunity to receive their diploma with their friends and family in attendance.

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

- Apprenticeship: The MSU-Mankato application and acceptance process is complete for apprentices, and the JourneyWorker/Apprentice pairings for next school year have been made as we embark on our first year with the program as we are now officially Minnesota's first teacher apprenticeship program!

The JourneyWorker/Apprentice assignments are as follows:

1. JW: Jennifer Kerkhoff (AEC)
 - A: Kylie Petersen (will transfer from LEC to AEC)
2. JW: Jana Jonesen (CEC)
 - A: Andrea Kranz (will transfer from JSC to CEC)
3. JW: Rebecca Albers (CEC)
 - A: Heather Murphy (CEC)
4. JW: Melanie Manninen (CEC)
 - A: Marco Arana (will transfer from LEC to CEC)

Rachel Novy will be the Apprenticeship Navigator, and will be working with apprentices closely throughout the year so expectations, communications, and responsibilities are aligned and followed. As the first cohort, we are all learning as we go along.

Diversity: Appreciating and valuing everyone's unique selves.

- An email from a parent:

Good morning,

As today is the last day of PACES for Charlie, I wanted to write and express how thankful we are for an amazing year. Heather is an amazing teacher. We have had nothing but wonderful teachers all along but Heather really shines! All of the paras in Paces at BMS this year have been incredible and we are so lucky to have had them. I used to be a paraprofessional in special education years ago and I know it is an often thankless job and we appreciate the care and kindness they all bring.

I want to bring special attention to Jen Kendall. She has been with Charlie for over 7 years. It's scary to send a kid who can't talk off to school and not really know what is going on everyday from their perspective but it has always been such a relief to know Jen would be around with Charlie's best interest at heart. She is truly an excellent paraprofessional and when we have faced disappointments with the districts and considered finding other schooling options, it's been our desire to keep Charlie with Jen that has brought us back to the table to work things out. I hope her supervisors recognize the gem that she is.

Elizabeth Annoni has also been a very special person to us and has always been a strong voice for Charlie for helping him express himself. He has gone from basically rejecting using his ipad program to very successfully using it to express his rebellious teen attitude ;)

Thank you,
Molly Hoffard (and family--especially Charlie)