

## **Work Session**

Tuesday, November 12, 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. Visitors Opportunity to be Heard - Chair Cindy Nordstrom** (*Communications*)

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

IV.A.

- Policy

**V. New Business - Chair Cindy Nordstrom** (*Collaboration*)

V.A. Review READ Act - Lauren Kelly

V.B. Review Classified School Year Contract for 2024-2026 - Lauren Kelly

V.C. Review change in Assistant Director, Principal's Contract 2023-2025 - Lauren Kelly (*one change on page 10*)

V.D. Review Revenue and Expenditures Report - Mark Johns

V.E. Review Evaluation Rubric for Dr. Favor - Dr. Michael Favor

V.F. Review Board Self-Evaluation - Chair Cindy Nordstrom

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

**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>

Dr. Michael Favor

TO: School Board  
FROM: Dr. Michael Favor  
DATE: November 14, 2024  
RE: Policies

The policy listed below is a first and final reading:

- **102 Equal Educational Opportunity** – minor word change

The policy list below is a first reading:

- **516 STUDENT MEDICAION AND TELEHEALTH**

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not ~~unlawfully~~ discriminate on the basis of **one or more of the following**: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits ~~the~~ harassment and discrimination of any based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the

demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

*Legal References:* Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Section 121A.04 (Athletic Programs; Sex Discrimination)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)

*Cross References:* Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 Title IX Sex Nondiscrimination Policy,  
Grievance Procedure and Process)

## 516 STUDENT MEDICATION AND TELEHEALTH

[NOTE: The necessary provisions for complying with Minnesota Statutes, sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students aged 18 and over or other nonprescription medications. Please note that section 121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

### I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

### II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

### III. DRUG AND MEDICATION REQUIREMENTS

[NOTE: The June 2024 Model Policy 516 revisions include insertion of headings and rearrangement of paragraphs so that similar content is grouped together. School boards can choose whether to make these revisions.]

#### A. Administration of Drugs and Medicine

1. The administration of ~~prescription~~ medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures

that must be developed in consultation with:

- a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
- b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
- c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

**[NOTE: Paragraph III.A.2 had appeared in a different spot in previous versions of this model policy. In June 2024, the paragraph is located here and is updated to reflect 2024 legislative changes.]**

### 3. Exclusions

**[Note: The provisions of III.A.3 are optional. The school board may choose to include or exclude any of the provisions specified. These exclusions appeared in previous versions of this model policy.]**

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;

- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
  - b. the inhaler is properly labeled for that student; and
  - c. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
  - a. the pupil may possess the epinephrine or
  - b. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.

1. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- 1.—An “Authorization and Request for Administration of Medication” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above~~Part J.5. below~~), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student’s prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

~~Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by~~

~~the school board, such guidelines and procedures shall be an addendum to this policy.~~

**[NOTE: This paragraph is moved to Paragraph III.A.3 above, where it is updated to reflect 2024 legislative changes.]**

8. ~~—~~ If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

**[NOTE: Starting in June 2024, the exceptions appear under Article III.A.3 above.]**

1. ~~Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;~~
2. ~~Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;~~
3. ~~Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;~~
4. ~~Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;~~
5. ~~Drugs or medicines that are~~
6. ~~Medications:~~
  - a. ~~that are used off school grounds;~~
  - b. ~~that are used in connection with athletics or extracurricular activities; or~~
  - c. ~~that are used in connection with activities that occur before or after the regular school day are not governed by this policy.~~

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

**[NOTE: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]**

D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or
2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

**[NOTE: Minnesota law states that "the school board of the school district must define instructional day for the purposes of Minnesota Statutes, 121A.2205." A sample definition appears above. School districts can create a definition that fits their circumstances.]**

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a

student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

**[NOTE: The paragraph above was signed into law in May 2024. It is new model policy language.]**

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

~~L. "Parent" for students 18 years old or older is the student.~~

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either

designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

#### **IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH**

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

**[NOTE: The Minnesota legislature enacted Article IV in the spring 2024.]**

***Legal References:*** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.21 (~~School Health Services~~Hiring of Health Personnel)  
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-

Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
[Minn. Stat. § 148.171 \(Definitions; Title\)](#)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
[Minn. Rule 8710.6100 \(School Nurse\)](#)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

***Cross References:*** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

**MEMORANDUM OF UNDERSTANDING**  
**between INTERMEDIATE SCHOOL DISTRICT 917**  
**and EDUCATION MINNESOTA LOCAL 3904**  
**Regarding the READ Act Implementation Plan**

WHEREAS, the District and Local 3904 are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025, and;

WHEREAS, the State of Minnesota has passed educational policy statutes that will require certified staff to receive concentrated training during the 2024-2025, 2025-2026, and 2026-2027 school years, mandated by the READ Act; and

WHEREAS, completion of this work should be scheduled during the contracted duty day and during the contracted work year;

WHEREAS, the District received a total allotment of \$19,436, with the net allotment available being **\$16,248** after the costs of FICA Tax (\$1,487) and TRA contribution (\$1,701) are deducted, which is allotted for direct payment to certified staff for their work related to the READ Act in school years 2023-2025 only;

THEREFORE, the parties agree to the following:

**Subdivision 1: Affected Staff for Phase 1**

This Memorandum of Understanding is applicable to the following Intermediate School District 917 certified staff:

- A. Reading Specialists
- B. Special Education teachers in grades PreK-12
- C. Certified staff who select literacy materials for the school district
- D. Elementary multi-language educators

For the time period outlined in this memorandum for the certified staff listed above, the district has identified 107 employees who qualify.

**Subdivision 2: Training Options and Accompanying Stipend**

Certified staff identified to complete the training in OL&LA: Online Language and Literacy Academy – Consortium on Reaching Excellence in Education (CORE) may qualify for the stipend based on the following two (2) options:

1. Phase 0 Staff (completion of training during the 2023-2024 school year):
  - a. Completion of all OL&LA training and achievement of certification by June 30, 2024.
  - b. A total stipend in the gross amount of \$152.00 will be provided for those who have completed training and provide proof of certification by April 30, 2025. The stipend will be awarded on qualified employees' May 30, 2025 paycheck.

2. Phase 1 Staff (completion of training during the 2024-2025 school year):
  - a. Fifty-four (54) hours of asynchronous (online modules and print reading) and three (3) hours of live synchronous training falling on three different days (October 16, 2024, January 27, 2025, and April 11, 2025).
  - b. Completion of all OL&LA training and achievement of certification by April 18, 2025.
  - c. A total stipend in the gross amount of \$152 will be provided for those who have completed training and provide proof of certification by April 30, 2025. The stipend will be awarded on qualified employees' May 30, 2025 paycheck.

**Subdivision 3: Continuing Education Credits and Semester University Credits**

1. Semester University Credits:
  - a. Staff may elect to seek university credit for OL&LA training.
  - b. Staff electing this option will complete all requirements of the READ Act training as well as the requirements outlined by Dominican University of California University.
  - c. Coursework/credits being used for lane advancement must follow the lane change process outlined in the Local 3904 CBA, which includes prior approval.
  - d. Outside of the stipend listed above, staff must pay the university for graduate credit equivalency.
  - e. Credits earned to be used for lane advancement must follow the lane change process outlined in the Local 3904 CBA, which includes payment by staff for official transcripts and completion of the corresponding form(s).

**Subdivision 4: Duration and Enforceability**

This Memorandum of Understanding expires on June 30, 2025, and it shall have no force or effect thereafter, unless so agreed in writing by the Association and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply to the interpretation or application of language in the Master Agreement.

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

\_\_\_\_\_  
Local 3904 President

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Local 3904 Lead Negotiator

\_\_\_\_\_  
School Board Clerk

School Board Meeting Review Date: October 1, 2024



## **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: November 12, 2024

Re: Summary of Changes for Classified School Year (Tech Tutors, Braillists, Captionists) 2024-2026 Contract

Following one (1) meetings with the Superintendent, Executive Director of Business Services, Director of Finance, 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 13.41% over two years (2024-2025 and 2025-2026). MSBA is 10.65%.
2. Full-time employees were better defined by taking language later in the contract, which spells out the number of days worked (Article VI, Section 2) and moving it to Article I as well.
3. Changed gendered language to gender-inclusive language throughout the contract.
4. Salary changes:
  - a. Salaries increased by 6% in the first year (2024-25) and 6% in the second year (2025-26).
  - b. Longevity tiers increased by \$1.00 on all tiers.
5. Benefits changes:
  - a. Both the individual and family copay coverage option was dropped for January 2025.
  - b. HSA medical insurance changes:
    - i. Increase in individual insurance contributions from \$776 to \$804.
    - ii. Increase to family insurance contributions from \$1860 in 2024, to \$1900 in 2025, to \$1975 in 2026.
    - iii. Language was simplified slightly for clarity.
  - c. Individual dental insurance increased from \$60 to \$65 in 2025; Family remains the same.
6. 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.
7. One sentence was added to the jury duty section to encourage staff to return to work if/when they are released from jury duty.
8. Personal Leave:
  - a. The number of personal leave days allotted was increased by one (1) in each of the three tiers (Years 1-2: 3 days, Years 3+: 4 days) and are now non-accumulative.
  - b. Personal leave use restrictions were changed to match the language in the other school-year/student-facing contracts, allowing for slightly more flexibility to use personal leave during some long weekends. Language was added to clarify the process of how to get exceptions to the restricted periods. The notice needed for personal leave was decreased to 3 days to match other contracts.

### 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  
CLASSIFIED SCHOOL YEAR EMPLOYEES**

Effective July 1, ~~2022-2024~~ = June 30, ~~2024~~2026

APPROVED BY THE SCHOOL BOARD

~~December 6, 2022~~November 12, 2024

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**ARTICLE I  
 DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover those employees of Intermediate School District 917 who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who meet the following conditions:

- a) Are full-time ~~or regular part-time~~ school year employees in a position approved by the school board, and
- b) ~~Are~~ Are full-time when they are employed in that position at least 30 hours ~~per~~ during a five (5) day workweek and at least 178 days during the full school year (August – June). Those hired mid-year would be considered full-time if the position would meet these requirements during a full school year.

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 calendar adding to

the years of employment.

## ARTICLE II LEAVES

~~Section 1. Sick Leave: All eligible employees as defined in Article I in their first or second year of continuous employment shall earn sick leave at the rate of one day for each month of service in the employment of the school district, which is equivalent to nine (9) days in each school year.~~

~~Subd. 1. Full-Time Employees: All eligible employees as defined in Article I beginning with their third year of continuous employment shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. Each employee shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year depending on their year of continuous employment. 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 80 hours during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the 80 ESSL hours 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: 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). 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~~

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~~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. 3: 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.

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- 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/their administrative designee in writing, at least one (1) week prior to his/her/their 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

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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/their~~ intention to return from parental leave at least two (2) weeks prior to ~~his/her/their~~ 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/their~~ administrative designee in writing, ~~his/her/their~~ 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 up to five (5) days absence with pay due to the death of the employee's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother-in-law, sister-in-law, or a significant person of the immediate household. The leave set forth in this section is non accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or their 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

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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.

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/their 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/their 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/their

intention to return from general leave at least one (1) month prior to his/her/their 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/their 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/their 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.

Section 9. 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, step-child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother-in-law, sister-in-law, or a significant person of the immediate household. The leave set forth in this section is non accumulative and shall not be deducted from sick leave.~~

~~Subd. 2. Upon approval of the superintendent or his/her/their 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.~~

## Section 5: Personal Leave

~~Subd. 1. Personal leave shall not be allowed to accumulate to a total of five (5) days. At the beginning of each employment year, employees will be credited with the number of days of personal leave. Employees will receive personal leave days per the following schedule:~~

~~In years one (1) and two (2) of continuous employment, 2-3 days  
In years three (3) and beyond of continuous employment, 3-4 days~~

~~Subd. 2. The use of a personal leave day is subject to the approval of the school district to ensure a minimum disruption for the educational program. Accordingly, the following limitations apply:~~

~~a) A personal leave day normally shall not be granted for the day~~

~~b) Personal leave requests may be denied on a particular day if other employees in the same unit/department have already been granted personal leave, which would be disruptive of the functioning of the particular program/department.~~

~~c) Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must~~

preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4<sup>th</sup>) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding or the day following are eligible for use of personal leave.

a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first ten (10) duty days and the last ten (10) duty days of the school year. Exceptions may be made with the approval of the superintendent or their designee.

b) Personal leaves shall not be granted during parent conference days, in-service days or other days when it is critical that the employee be in attendance.

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**Commented [KL1]:** This has been moved up to earlier in this article (now section 4).

reach out to the Director of Human Resources.

~~Subd. 3. At the beginning of each employment year, employees will be credited with the number of days of personal leave specified in Subd. 1 herein. Those employees who, at the beginning of any year, have accumulated more than the five (5) allotted days listed in Subd. 1 of this article shall receive a lump sum payment of \$80 for each day beyond five (5) for which they become eligible in lieu of being granted additional days.~~

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally at ~~least two (2) weeks~~least three (3) business days in advance. For instances where requests are submitted less than three (3) business days ~~two weeks~~ in advance, a reason may be requested by administration.

Subd. 5. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

**ARTICLE III  
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

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

<u>Year of Continuous Employment in District</u>	<del>2022-2024</del> <u>2024-2026</u>	1-4	\$450
	5-9		\$550
	10 – 14		\$700
	15 – 19		\$850
	20+		\$1000

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

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

Section 5. Matching Requirement: The School District's contribution, in any event, shall not exceed the employee's matching contribution within the limitations of this Article.

**ARTICLE IV  
INSURANCE BENEFITS**

Section 1. 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 full-time, as outlined in Article I, shall be eligible for insurance as outlined below.

Subd. 1: Individual Coverage. Effective July 1, ~~2022~~2024, the School District shall contribute a sum not to exceed ~~\$750-776~~ 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, ~~2023~~2025, ~~the School District shall contribute a sum not to exceed \$757 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 \$776 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.~~this plan will no longer be available to employees. 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~~2024, the School District shall contribute a sum not to exceed ~~\$1675-1860~~ 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~~2025, ~~the School District shall contribute a sum not to exceed \$1775 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, 2024, the School District shall contribute a sum not to exceed \$1860 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.~~this plan will no longer be available to employees. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

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

coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) ~~of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”).~~ The total monthly contribution by the school district toward the total cost of the high deductible plan premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed \$~~750-776~~ per month starting July 1, ~~2022~~2024, shall not exceed \$~~757-804~~ starting January 1, ~~2023~~2025, and shall not exceed \$~~776-804~~ per month starting January 1, ~~2024~~2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.

~~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.~~

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

#### Subd. 4. Family High Deductible Coverage:

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

school district toward the cost of the ~~premium of the high deductible plan coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee~~ shall not exceed \$~~1675-1860~~ per month starting July 1, ~~2022~~2024, shall not exceed \$~~1775-1900~~ starting January 1, ~~2023~~2025, and shall not exceed \$~~1860-1975~~ per month starting January 1, ~~2024~~2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.

~~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.~~

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

## Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$65 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 23. Group Long-Term Disability Insurance/Income Protection: The School District will

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

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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. Group 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.

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 \$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. Effective January 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 qualified for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.~~

**ARTICLE V  
OTHER BENEFITS**

Section 1. 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 **Commented [KL2]:** This was moved up to earlier in this article for flow (now Section 2).

Subd. 1. Calendar: The employees in this group are contracted to work an extended duty calendar beyond the student days.

performance of employment responsibilities shall be reimbursed for such travel pursuant to School District policy.

**ARTICLE VI  
MISCELLANEOUS**

Section 1: Probationary Period Employees, under the provisions of this Agreement, who have assignments that primarily entail student contact, shall serve a probationary period of two (2) calendar years from the date of continuous employment, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Duty Days and Schedule

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a) A full-time Brailist works 200 contracted duty days.

b) A full-time Captionist works ~~three (3) additional professional development days beyond the number of students days at the employee's assigned work location.~~ 178 contracted duty days.

c) A full-time Technology Tutor works 185 contracted duty days. The duty calendar for Technology Tutors shall follow the 185-day ISD 917 teacher/licensed staff calendar, which includes extended day duties for three (3) evening events each school year. The details of the calendar are to be determined by the supervising program administrator.

Subd. 2. Paid Breaks or Lunch: Employees working six and a quarter (6.25) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one (1) 30-minute lunch at a time determined by the supervisor. ~~Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor.~~

Section 3. Evaluation: Employees covered under this agreement will be evaluated by their supervisor on an annual basis, through a tool selected by the district.

Section 4. Duration of Employment: This agreement provides for an “at will” employment relationship. Either party may terminate this agreement at any time for any reason upon written notice to the other party. Other provisions of this agreement apply in terms of pay and benefits when the employment relationship ends.

## ARTICLE VII 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 this article shall not apply to a member of this group hired after July 1, 2018.

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous employment 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 thirty-five (35) 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 has agreed 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.

## **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 step 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, 2023/2025, shall be eligible for a salary increase effective on July 1, 2023/2025. An employee hired on or after January 1, 2023/2025, shall not be eligible for a salary increase until July 1, 2024/2026).~~ 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. Basic Salaries

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Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period July 1, ~~2022~~2024, through June 30, ~~2023~~2025. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, ~~2023~~2025, through June 30, ~~2024~~2026.

Subd. 2. Effective July 1, ~~2022~~2024, eligible employees will advance one (1) step on Salary Schedule A from their previous on the salary schedule for ~~2021-2022-2023-2024~~; ~~noting that steps one (1) and two (2) of the 2021-2022 salary schedule were removed on the 2022-2023 schedule, which was then renumbered, and an additional step (step thirteen) was added.~~ Effective July 1, ~~2023~~2025, eligible employees will advance one (1) step on Salary Schedule B from their placement the previous year on Salary Schedule A. Exceptions for both years will be made for those employees subject to Section 1 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause.

Subd. 3. In the event the School Board has not acted on Terms and Conditions of Employment prior to July 1 in any year in which the Terms and Conditions Agreement expires, an employee shall remain at the same step as compensated during the last year of the expired Terms and Conditions Agreement until School Board action occurs. Moreover, the School District reserves the right to withhold step advancement or other salary increase in individual cases for cause.

Section 3. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows; years of continuous employment refer to years in the District.

~~2022~~2024-~~2024~~2026

In their 11-14 year of continuous employment \$~~23~~.00/hour In their 15-18 year of continuous employment \$~~23~~.50/hour In their 19+ year of continuous employment \$~~23~~.75/hour

Section 4. Absence of Regular Teacher: In the event the regular teacher is absent from school one and a half (1.5) or more consecutive hours per day during student contact time and a substitute is not hired, one School District designated technical tutor shall receive ~~his/her~~their current rate of pay plus an additional \$7.00 per hour for student contact hours that neither the regular teacher nor a substitute teacher is in attendance at school. The School District will designate the responsible technical tutor who will receive the override. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the override. In all cases when a technical tutor is acting in lieu of the regular teacher, the Principal of the Secondary Technical Center shall designate another licensed teacher to provide emergency assistance and guidance to the technical tutor who is designated to teach the class.

On days when the technical tutor has a full-time teaching assignment, in addition to the increase

per hour, they will receive payment for an extra half hour (10 minutes per shift) for preparation time, to be documented in accordance with district operating procedures. The Tech Tutor will be paid an additional half hour on days when they are covering the classroom assignment for the entire day.

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\_\_\_\_\_  
Employee Representative Dated: ~~December 6, 2022~~November 12, 2024 Dated: ~~December 6, 2022~~November 12, 2024 School Board Chair

\_\_\_\_\_  
School Board Clerk  
Dated: ~~December 6, 2022~~November 12, 2024

Salary Schedule A: 2022-2023 Hourly Rates			
Previous Step from 2021-22	2022-23 New Step	Technology Tutors	Braillists & Captionists
3	1	<u>18.81</u>	<u>19.97</u>
4	2	<u>19.39</u>	<u>20.65</u>

<u>5</u>	<u>3</u>	<u>20.01</u>	<u>21.33</u>
<u>6</u>	<u>4</u>	<u>20.62</u>	<u>21.99</u>
<u>7</u>	<u>5</u>	<u>21.24</u>	<u>22.64</u>
<u>8</u>	<u>6</u>	<u>21.83</u>	<u>23.32</u>
<u>9</u>	<u>7</u>	<u>22.46</u>	<u>23.98</u>
<u>10</u>	<u>8</u>	<u>23.03</u>	<u>24.62</u>
<u>11</u>	<u>9</u>	<u>23.64</u>	<u>25.3</u>
<u>12</u>	<u>10</u>	<u>24.25</u>	<u>25.97</u>
<u>13</u>	<u>11</u>	<u>24.84</u>	<u>26.6</u>
<u>14</u>	<u>12</u>	<u>25.47</u>	<u>27.26</u>
	<u>13</u>	<u>26.23</u>	<u>28.07</u>

Salary Schedule A  
2024-2025

<b>Step</b>	<b>Range 1: Tech Tutors</b>	<b>Range 2: Braillists &amp; Captionists</b>
<b>1</b>	\$20.14	\$21.38
<b>2</b>	\$20.75	\$22.11
<b>3</b>	\$21.42	\$22.83
<b>4</b>	\$22.08	\$23.54
<b>5</b>	\$22.74	\$24.24
<b>6</b>	\$23.36	\$24.96
<b>7</b>	\$24.04	\$25.67

<b>8</b>	\$24.66	\$26.36
<b>9</b>	\$25.31	\$27.08
<b>10</b>	\$25.96	\$27.80
<b>11</b>	\$26.60	\$28.48

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<b>12</b>	\$27.27	\$29.18
<b>13</b>	\$28.08	\$30.05

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<b>Salary Schedule B: 2023-2024 Hourly Rates</b>			
	<b>St e p</b>	<b>Technolo gy Tutors</b>	<b>Braillist &amp; Captioni sts</b>
	<u>1</u>	<u>19.00</u>	<u>20.17</u>
	<u>2</u>	<u>19.58</u>	<u>20.86</u>
	<u>3</u>	<u>20.21</u>	<u>21.54</u>
	<u>4</u>	<u>20.83</u>	<u>22.21</u>
	<u>5</u>	<u>21.45</u>	<u>22.87</u>
	<u>6</u>	<u>22.04</u>	<u>23.55</u>
	<u>7</u>	<u>22.68</u>	<u>24.22</u>
	<u>8</u>	<u>23.26</u>	<u>24.87</u>

	9	<u>23.88</u>	<del>25.55</del>
	$\frac{1}{0}$	<u>24.49</u>	<del>26.23</del>
	$\frac{1}{1}$	<u>25.09</u>	<del>26.87</del>
	$\frac{1}{2}$	<u>25.73</u>	<del>27.53</del>
	$\frac{1}{3}$	<u>26.49</u>	<del>28.35</del>

Salary Schedule B  
2025-2026

Step	<u>Range 1:</u> Tech Tutors	<u>Range 2:</u> Braillists & Captionists
1	\$21.35	\$22.66

2	\$22.00	\$23.44
3	\$22.71	\$24.20
4	\$23.40	\$24.95
5	\$24.10	\$25.69
6	\$24.76	\$26.46
7	\$25.48	\$27.21
8	\$26.14	\$27.94
9	\$26.83	\$28.70
10	\$27.52	\$29.47
11	\$28.20	\$30.19

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12	\$28.91	\$30.93
13	\$29.76	\$31.85

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**INTERMEDIATE SCHOOL DISTRICT 917**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR DISTRICT  
CLASSIFIED SCHOOL YEAR EMPLOYEES**

Effective July 1, 2024 – June 30, 2026

**APPROVED BY THE SCHOOL BOARD**

November 12, 2024

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**ARTICLE I**  
**DEFINITION OF ELIGIBLE EMPLOYEES**

These terms and conditions of employment cover those employees of Intermediate School District 917 who are not included in any bargaining unit with an exclusive bargaining representative under the Minnesota Public Employment Labor Relations Act and who meet the following conditions:

- a) Are full-time school year employees in a position approved by the school board, and
- b) Are full-time when they are employed in that position at least 30 hours during a five (5) day workweek and at least 178 days during the full school year (August – June). Those hired mid-year would be considered full-time if the position would meet these requirements during a full school year.

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 calendar adding to the years of employment.

**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 80 hours during each fiscal year of service (July – June) in the employ of the School District. The employee shall be frontloaded with the 80 ESSL hours 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. 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.

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 their administrative designee in writing, at least one (1) week prior to their 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 their intention to return from parental leave at least two (2) weeks prior to their 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 their administrative designee in writing, their 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 up to five (5) days absence with pay due to the death of the employee's spouse, child, step-child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, or grandchild. Up to three (3) days absence may be granted with pay for the death of the employee's grandparent, brother-in-law, sister-in-law, or a significant person of the immediate household. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or their 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.

#### 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 their 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 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 their intention to return from general leave at least one (1) month prior to their 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 their 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 their 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.

Section 5: Personal Leave

Subd. 1. Personal leave shall not be allowed to accumulate. At the beginning of each employment year, employees will be credited with the number of days of personal leave per the following schedule:

In years one (1) and two (2) of continuous employment:	3 days
In years three (3) and beyond of continuous employment:	4 days

Subd. 2. The use of a personal leave day is subject to the approval of the school district to ensure a minimum disruption for the educational program. Accordingly, the following limitations apply:

- a) A personal leave day normally shall not be granted for the day preceding or the day following Minnesota Educators' Academy (MEA) break, the long weekend that includes the fourth (4<sup>th</sup>) Thursday in November, winter break, or spring break, or any in-service/professional development days, and the first ten (10) and

last ten (10) student contact days of the school year. When the licensed staff duty day calendar includes a staff inservice or conference day that is not required for employees in this contract, the day preceding or the day following are eligible for use of personal leave.

- b) Personal leave requests may be denied on a particular day if other employees in the same unit/department have already been granted personal leave, which would be disruptive of the functioning of the particular program/department.
- c) Requests for exceptions to the expectations herein require the approval of the superintendent or their designee through a review process. Employees seeking exceptions to use personal leave during the restricted periods listed above must reach out to the Director of Human Resources.

Subd. 4. Usage of personal leave shall be requested as early as practicable and normally at least three (3) business days in advance. For instances where requests are submitted less than three (3) business days in advance, a reason may be requested by administration.

Subd. 5. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment.

**ARTICLE III  
403B MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the fiscal year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

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

<u>Year(s) of Continuous Employment in District</u>	<u>2024-2026</u>
1-4	\$450
5-9	\$550
10 – 14	\$700
15 – 19	\$850
20+	\$1000

Section 3. Authorization: A salary reduction authorization agreement must be completed by the eligible employee by October 1 and each year thereafter for the employee to participate in the 403B matching contribution plan.

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

Section 5. Matching Requirement: The School District’s contribution, in any event, shall not exceed the employee’s matching contribution within the limitations of this Article.

**ARTICLE IV  
INSURANCE BENEFITS**

Section 1. 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 full-time, as outlined in Article I, shall be eligible for insurance as outlined below.

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$776 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, 2025, this plan will no longer be available to employees. 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, 2024, the School District shall contribute a sum not to exceed \$1860 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, 2025, this plan will no longer be available to employees. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district’s health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”). The total monthly contribution by the school district toward the total cost of the high deductible plan shall not exceed \$776 per month starting July 1, 2024, shall not exceed \$804 starting January 1, 2025, and shall not exceed \$804 per month starting January 1, 2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.
- b) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible 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. 4. Family High Deductible Coverage:

- a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA"). The total monthly contribution by the school district toward the cost of the high deductible plan shall not exceed \$1860 per month starting July 1, 2024, shall not exceed \$1900 starting January 1, 2025, and shall not exceed \$1975 per month starting January 1, 2026. For clarity, the amount contributed toward the monthly premium is the total contribution less the monthly HSA contribution.
- b) 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 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.

Section 2. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2024, the School District shall contribute a sum not to exceed \$65 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 3. 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 4. Group 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.

## **ARTICLE V OTHER BENEFITS**

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

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

## **ARTICLE VI MISCELLANEOUS**

Section 1: Probationary Period Employees, under the provisions of this Agreement, who have assignments that primarily entail student contact, shall serve a probationary period of two (2) calendar years from the date of continuous employment, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

### Section 2. Duty Days and Schedule

Subd. 1. Calendar: The employees in this group are contracted to work an extended duty calendar beyond the student days.

- a) A full-time Brailist works 200 contracted duty days.
- b) A full-time Captionist works 178 contracted duty days.
- c) A full-time Technology Tutor works 185 contracted duty days. The duty calendar for Technology Tutors shall follow the 185-day ISD 917 teacher/licensed staff calendar, which includes extended day duties for three (3) evening events each school year. The details of the calendar are to be determined by the supervising program administrator.

Subd. 2. Paid Breaks or Lunch: Employees working six and a quarter (6.25) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one (1) 30-minute lunch at a time determined by the supervisor.

Section 3. Evaluation: Employees covered under this agreement will be evaluated by their supervisor on an annual basis, through a tool selected by the district.

Section 4. Duration of Employment: This agreement provides for an “at will” employment relationship. Either party may terminate this agreement at any time for any reason upon written notice to the other party. Other provisions of this agreement apply in terms of pay and benefits when the employment relationship ends.

## **ARTICLE VII 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 this article shall not apply to a member of this group hired after July 1, 2018.

Section 3. Eligibility: Full-time employees who have completed at least fifteen (15) years of continuous employment 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 thirty-five (35) 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 has agreed 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.

## **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 step 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, 2025, shall be eligible for a salary increase effective on July 1, 2025. An employee hired on or after January 1, 2025, shall not be eligible for a salary increase until July 1, 2026). 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. Basic Salaries

Subd. 1. The wages and salaries set forth in Schedule A attached hereto shall be a part of this agreement for the period July 1, 2024, through June 30, 2025. The wages and salaries set forth in Schedule B attached hereto shall be a part of this agreement for the period July 1, 2025, through June 30, 2026.

Subd. 2. Effective July 1, 2024, eligible employees will advance one (1) step on Salary Schedule A from their previous on the salary schedule for 2023-2024. Effective July 1, 2025, eligible employees will advance one (1) step on Salary Schedule B from their placement the previous year on Salary Schedule A. Exceptions for both years will be made for those employees subject to Section 1 of this Article. The School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause.

Subd. 3. In the event the School Board has not acted on Terms and Conditions of Employment prior to July 1 in any year in which the Terms and Conditions Agreement expires, an employee shall remain at the same step as compensated during the last year of the expired Terms and Conditions Agreement until School Board action occurs. Moreover, the School District reserves the right to withhold step advancement or other salary increase in individual cases for cause.

Section 3. Longevity: Employees shall receive a longevity salary increase beyond the rates delineated in Schedules A and B of the agreement as follows; years of continuous employment refer to years in the District.

	<u>2024-2026</u>
In their 11-14 year of continuous employment	\$3.00/hour
In their 15-18 year of continuous employment	\$3.50/hour
In their 19+ year of continuous employment	\$3.75/hour

Section 4. Absence of Regular Teacher: In the event the regular teacher is absent from school one and a half (1.5) or more consecutive hours per day during student contact time and a substitute is not hired, one School District designated technical tutor shall receive their current rate of pay plus an additional \$7.00 per hour for student contact hours that neither the regular teacher nor a substitute teacher is in attendance at school. The School District will designate the responsible technical tutor who will receive the override. When the teacher’s absence is for one and a half or more hours, all consecutive hours will qualify for the override. In all cases when a technical tutor is acting in lieu of the regular teacher, the Principal of the Secondary Technical Center shall designate another licensed teacher to provide emergency assistance and guidance to the technical tutor who is designated to teach the class.

On days when the technical tutor has a full-time teaching assignment, in addition to the increase per hour, they will receive payment for an extra half hour (10 minutes per shift) for preparation time, to be documented in accordance with district operating procedures. The Tech Tutor will be paid an additional half hour on days when they are covering the classroom assignment for the entire day.

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School Board Chair  
Dated: November 12, 2024

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Employee Representative  
Dated: November \_\_\_\_, 2024

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School Board Clerk  
Dated: November 12, 2024

Salary Schedule A

	<b>2024-2025</b>	
<b>Step</b>	<b>Range 1: Tech Tutors</b>	<b>Range 2: Brailleists &amp; Captionists</b>
<b>1</b>	\$20.14	\$21.38
<b>2</b>	\$20.75	\$22.11
<b>3</b>	\$21.42	\$22.83
<b>4</b>	\$22.08	\$23.54
<b>5</b>	\$22.74	\$24.24
<b>6</b>	\$23.36	\$24.96
<b>7</b>	\$24.04	\$25.67
<b>8</b>	\$24.66	\$26.36
<b>9</b>	\$25.31	\$27.08
<b>10</b>	\$25.96	\$27.80
<b>11</b>	\$26.60	\$28.48
<b>12</b>	\$27.27	\$29.18
<b>13</b>	\$28.08	\$30.05

Salary Schedule B

	<b>2025-2026</b>	
<b>Step</b>	<b>Range 1: Tech Tutors</b>	<b>Range 2: Brailleists &amp; Captionists</b>
<b>1</b>	\$21.35	\$22.66
<b>2</b>	\$22.00	\$23.44
<b>3</b>	\$22.71	\$24.20
<b>4</b>	\$23.40	\$24.95
<b>5</b>	\$24.10	\$25.69
<b>6</b>	\$24.76	\$26.46
<b>7</b>	\$25.48	\$27.21
<b>8</b>	\$26.14	\$27.94
<b>9</b>	\$26.83	\$28.70
<b>10</b>	\$27.52	\$29.47
<b>11</b>	\$28.20	\$30.19
<b>12</b>	\$28.91	\$30.93
<b>13</b>	\$29.76	\$31.85

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**for**

**ASSISTANT DIRECTOR/PRINCIPAL  
and  
SECONDARY PRINCIPAL**

**Effective July 1, 2023 to June 30, 2025**

**Board Approved: February 6, 2024**

**Board Amended: November 12, 2024**

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**ARTICLE I  
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who qualify as supervisors under the Minnesota Public Employment Labor Relations Act, and who are employed on a full-time basis in any of the following positions:

Assistant Director of Special Education/Principal  
Secondary Principal

The District intends to employ the most qualified candidates for these positions, who possesses a Director of Special Education and/or Principal licensure. The position of Secondary Principal requires only the K-12 Principal license. In the event an employee is hired into the Assistant Director of Special Education/Principal position after June 30, 2017, and does not have both of these two licenses, the employee will be required to secure a Director of Special Education and/or Principal licensure within two (2) years of their hiring date, as outlined on the employee's individual agreement. Exceptions to this expectation may be approved by both the administrator's supervisor and the Superintendent.

**ARTICLE II  
LEAVES**

Section I. Sick Leave:

Subd. 1. Full-Time Employees: A full-time (1.0 FTE) 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 fiscal 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: For employees hired into this contract group before July 1, 2024, upon the close of any contract year that occurs after which the employee has completed at least ten (10) years of continuous employment with the school district the school district shall pay to the Administrator the cash value of ten (10) sick leave days if the sick leave balance has ten or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 1, of these terms and conditions. Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 70 days. Upon termination of employment, the Administrator shall receive a cash payment for a portion of his/her accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Administrator hereunder, the value of a day of sick leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.

For employees hired into this contract group on or after July 1, 2024, payout of any sick leave days shall not be granted.

## 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.

- 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, personal leave, 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:
  - 1. The employee's own serious health condition, as defined by the FMLA;
  - 2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  - 3. 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 the superintendent and 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 the superintendent and human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave in accordance with state statute.

- 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.40).

### 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 four (4) 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.40).

Section 4. Bereavement and Family Illness Leaves: An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.

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.

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

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 two (2) months 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 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 section three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional 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 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 experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 9: Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience or the employee may use accrued vacation if the professional improvement leave is unpaid. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the superintendent or their designee with the approval of the School Board.

Section 10: Personal Leave: In the 2023-2024 contract year, the employee shall be granted two (2) non-accumulative personal leave days each year for any reason. Personal days will not be charged against sick leave and cannot be carried over into the following fiscal year. The days must be submitted via the district's attendance tracking system and pre-approved by the employee's supervisor. Personal leave will be unavailable to employees after June 2024.

### **ARTICLE III CONTRACT YEAR, VACATION, AND HOLIDAYS**

Section 1. Base Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. When it is necessary to compute a per day or per hour salary, , including longevity and stipend(s) indicated on individual agreements, if applicable, the employee's base salary will be divided by the number of weekdays per year minus twelve (12) holidays and minus the total number of vacation days to be accrued in the given year as outlined in section two (2) below.

#### Section 2. Vacations:

Subd. 1. In the 2023-2024 contract year, the employee shall earn vacation at the rate of twenty-eight (28) days per year. Employees working less than a full year shall accrue vacation on a prorata basis.

In the 2024-2025 contract year, the employee shall be frontloaded with 30 vacation days per fiscal year, equating to 2.5 vacation days per month from July through June. 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.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the director and the superintendent.

Subd. 3. -Vacation may be accrued to a maximum of 70 days. Upon the close of each contract year, the school district shall pay to the Administrator the cash value of all vacation days accrued above 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Administrator hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5.

Subd. 4. Upon termination of employment, for employees hired on or before July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS).

Upon termination of employment, for employees hired after July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS). The amount of accumulated vacation leave days that will be eligible to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated vacation leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated vacation leave into a HCSP contribution in order to make payment to the MSRS hereunder, the value of a day of vacation leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the employee's Administrative Agreement document for the contract year in which the severance of employment occurs.

Subd. 4. An employee who is terminated or leaves the employment of the school district of their own volition will be eligible for contribution to the HCSP as outlined in Article III, Section 2, subdivision 4, provided the employee is severing employment of his or her own volition, has given the employer six (6) weeks written notice, and the amount of accumulated vacation time does not exceed the limitations of Article III, Section 2, subdivision 4. Such payment shall be made the next pay period following the employee's date of severance from employment. For purposes of converting accumulated vacation into the HCSP contribution in payment to the MSRS hereunder, the value of a day of vacation

shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the employee's Administrator Agreement document for the contract year in which severance of employment occurs. In the event of the employee's death, the unused vacation payout will be made to the employee's MSRS.

Subd. 5. All requests for vacation must be approved in advance by the appropriate supervisor. Vacation requests in excess of a continuous three (3) weeks shall require the approval of the superintendent.

Section 3. Holidays: Employees shall have the following named holidays:

1. July 4
2. First (1<sup>st</sup>) Monday of September
3. Fourth (4<sup>th</sup>) Thursday of November
4. Day after the Fourth (4<sup>th</sup>) Thursday of November
5. December 24
6. December 25
7. January 1
8. Third (3<sup>rd</sup>) Monday of January
9. Third (3<sup>rd</sup>) Monday of February
10. Last Monday of May
11. June 19
12. Floating holiday to be indicated in the attendance tracking system

Two (2) of the above listed eleven (11) predetermined holidays may be taken as a floating holiday with approval from the employee's supervisor.

#### **ARTICLE IV 403B/457 MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 75% time 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 to a maximum \$7,500 per year.

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

Subd. 1. Individual Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 2. Family Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$2,100 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$2,250 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 3. Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, July 1, 2023 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 \$790. 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 \$790.

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

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

Subd. 4. Family High Deductible Coverage:

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

Choice Plan (the “Flex Choice Plan”). Effective July 1, 2023 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 \$2,100. 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 \$2,250.

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

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

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

Section 3. Early Retirees: Administrators hired on or after July 1, 2022, are not eligible for the benefits outlined in this section. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or

upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School District to pay on a monthly basis any costs as accrued by the School District. Administrators hired between July 1, 2004 and June 30, 2021, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the school district to be eligible for insurance benefits included in this section.

Section 4. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each employee qualified for and enrolled in such School District plan. The income protection shall include the following:

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

Section 5. Life Insurance:

Subd. 1. The School District will pay each month the cost of the life insurance premium for a \$350,000 term life insurance policy for each full-time employee working more than 75% time, qualified for and enrolled in such School District plan. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue code section 79.

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

Section 6. Dental Insurance:

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

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$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. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Section 7. Administrators are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement Systems Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. The Intermediate School District 917 shall contribute a lump sum payment in the amount of \$4,000 on March 31, 2024, and \$4,000 on March 31, 2025, to all employees covered in this agreement. The lump sum payment shall be deposited in the employee's HCSP account.

Section 8. 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.

## **ARTICLE VI OTHER BENEFITS**

Section 1. Professional Growth: The Board agrees for assistant directors/principals hired prior to July 1, 2015, to reimburse tuition fees for preapproved courses and professional dues. Reimbursement of tuition shall be limited to the cost of 12 semester credits (or equivalent) per year at the University of Minnesota doctoral rate or a sum not to exceed the University of Minnesota cost for 12 semester credits or equivalent at another University. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final. Effective June 30, 2007, benefits under this Section 1 shall be limited to and regulated by the assistant directors/principals' enrollment in a course of study or program approved by the superintendent in accordance with the Intermediate School District Policy 486 Specialized Training at District Expense.

For Administrators hired after July 1, 2015, the Board agrees to reimburse professional dues and tuition fees for preapproved graduate courses that are part of a certification program, licensing program, education specialist program, educational doctorate program, Juris Doctorate program, or PHD program that is of benefit to Intermediate School District 917. Reimbursement of tuition/fees shall be limited to nine (9) semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed the cost of nine (9) graduate semester credits at the University of Minnesota. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final.

If an Assistant Director/Principal's resignation effective date from the district is before the three-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an Administrator's resignation effective date is on or after the third-year anniversary of a tuition/fee reimbursement, no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

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

Section 3. Defense and Indemnification:

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

Subd. 2. Subject to the limitations provided in Subd. 1 hereof, the School Board shall provide legal counsel and pay the fees for services rendered and costs advanced by such counsel in defense of the Administrator and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the Administrator. In the event that a conflict exists as regards the defense to any claim between the legal position of the Administrator and the legal position of the School District, the School District agrees to engage separate counsel for the Administrator and the School District agrees to pay the fees for services rendered and costs advanced by such counsel. The School District further agrees that the choice of such separate counsel shall be made by the Administrator and subject only to final approval by the School Board.

**ARTICLE VII  
MISCELLANEOUS**

Section 1. Probationary Period: Licensed employees shall serve a probationary period subject to the provisions of Minnesota State Statute § 122A.40.

Section 2. Exempt Status: This position is exempt from the overtime provisions of the Fair Labor Standards Act, based on the following factors:

- (a) The position is salaried and earns more than \$250 per week.
- (b) The position involves performing work directly related to management policies and operations of the school district.
- (c) The incumbent in this position customarily and regularly exercises discretion and independent judgment in the course of the daily work activities.

Section 3. Years of Service:

Subd. 1. 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.

Subd. 2. When benefits in this contract are determined by years as an administrator, the term “administrator” refers to time that the employee worked in the District as one or more of the following licensed classifications:

1. Deans/Assistant Principals
2. Assistant Directors/Principals
3. Executive Directors/Directors

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

## **ARTICLE VIII SALARIES**

Section 1. Salary Increases for New Employees: A new employee shall be given a salary and step placement as agreed between the School District and the employee with approval by the superintendent or their designee. 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: An employee shall receive an annual salary for each contract year as indicated in the employee’s Administrator Agreement document based on the following salary schedules for the given contract year (July – June):

	<b>2023-2024</b>
<b>Steps</b>	<b>Asst. Directors / Principals</b>
<b>1</b>	\$123,571
<b>2</b>	\$127,933
<b>3</b>	\$132,294
<b>4</b>	\$136,655
<b>5</b>	\$141,017
<b>6</b>	\$145,378
<b>7</b>	\$148,976

	<b>2024-2025</b>
<b>Steps</b>	<b>Asst. Directors / Principals</b>
<b>1</b>	\$126,661
<b>2</b>	\$131,131
<b>3</b>	\$135,602

<b>4</b>	\$140,071
<b>5</b>	\$144,542
<b>6</b>	\$149,013
<b>7</b>	\$152,700

Placement on the salary schedule at the time of initial hire to the position will be made by the Superintendent and will not be open to appeal or grievance. The factors that will be used in the placement determination include: years of experience while employed as a licensed administrator (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. Each subsequent year of employment the employee will progress along the salary schedule. This placement has no bearing on seniority for the purposes of either longevity or for unrequested leave.

Section 3. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Article VIII, Section 2 as follows:

Years of Continuous Service in the District	<b>2023-2025</b>
<b>After ten (10) years of continuous employment (Years 11 through 15)</b>	\$2,500
<b>After fifteen (15) years of continuous employment (Years 16 through 20)</b>	\$4,000
<b>After 20 years of continuous employment (Years 21 through 25)</b>	\$4,100
<b>After 25 years of continuous employment (Years 26+)</b>	\$4,200

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

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

Section 5. Salary Adjustment: In addition to the salaries delineated the employee’s Administrator Agreement, those administrators who have attained the J.D., PhD, or EdD degree shall receive an additional annual stipend in the amount of \$2,500 as indicated in the employee’s Administrator Agreement document to be paid in twenty-four (24) equal portions on the normal semi-monthly salary for a full-year contract when the degree is awarded in June. Otherwise, such stipend shall begin in the month following the award of said degree and shall be prorated from that date until the end of the current fiscal year. Any pay adjustment shall not be made until an official transcript is received for the personnel file.

## **ARTICLE IX ABOLITION OF POSITION**

Section 1. Effect: This Article shall be effective only if one or more of the positions governed by these Terms and Conditions of Employment is eliminated by the School District for its own reason

or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of one or more of the positions covered by these Terms and Conditions of Employment.

Section 2. Conditions: In the event that any of the Administrator positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee under these terms and conditions shall be eligible for sick leave pay as provided in Article II, Section 2, notwithstanding age or years of service requirements. In addition, in the event any of the positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee shall be eligible for one year of the insurance benefit provided for in Article V, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article V, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

Special Education Assistant Director/Principal and Secondary Principal Contract Approved by the School Board:

\_\_\_\_\_  
Chair ~~February 6~~November 12, 2024  
Amended Date

\_\_\_\_\_  
Clerk ~~February 6~~November 12, 2024  
Amended Date

**INTERMEDIATE SCHOOL DISTRICT NO. 917**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**for**

**ASSISTANT DIRECTOR/PRINCIPAL  
and  
SECONDARY PRINCIPAL**

**Effective July 1, 2023 to June 30, 2025**

**Board Approved: February 6, 2024  
Board Amended: November 12, 2024**

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**ARTICLE I  
DEFINITION OF ELIGIBLE EMPLOYEES**

The terms and conditions of employment as provided herein, cover those employees of Intermediate School District 917 who qualify as supervisors under the Minnesota Public Employment Labor Relations Act, and who are employed on a full-time basis in any of the following positions:

Assistant Director of Special Education/Principal  
Secondary Principal

The District intends to employ the most qualified candidates for these positions, who possesses a Director of Special Education and/or Principal licensure. The position of Secondary Principal requires only the K-12 Principal license. In the event an employee is hired into the Assistant Director of Special Education/Principal position after June 30, 2017, and does not have both of these two licenses, the employee will be required to secure a Director of Special Education and/or Principal licensure within two (2) years of their hiring date, as outlined on the employee's individual agreement. Exceptions to this expectation may be approved by both the administrator's supervisor and the Superintendent.

**ARTICLE II  
LEAVES**

Section I. Sick Leave:

Subd. 1. Full-Time Employees: A full-time (1.0 FTE) 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 fiscal 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: For employees hired into this contract group before July 1, 2024, upon the close of any contract year that occurs after which the employee has completed at least ten (10) years of continuous employment with the school district the school district shall pay to the Administrator the cash value of ten (10) sick leave days if the sick leave balance has ten or more days. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. Years of employment are defined in Article III, Section 1, of these terms and conditions. Notwithstanding the foregoing, the total number of accumulated sick leave days cashed out will not exceed 70 days. Upon termination of employment, the Administrator shall receive a cash payment for a portion of his/her accumulated sick leave. The amount of accumulated sick leave days that will be paid to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated sick leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated sick leave into cash in order to make payment to the Administrator hereunder, the value of a day of sick leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the Administrative Agreement document in item #5 for the contract year in which the severance of employment occurs.

For employees hired into this contract group on or after July 1, 2024, payout of any sick leave days shall not be granted.

## 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.

- 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, personal leave, 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:
  - 1. The employee's own serious health condition, as defined by the FMLA;
  - 2. The employee's need to care for an immediate family member (spouse, child, parent) with a serious health condition, as defined by the FMLA;
  - 3. 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 the superintendent and 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 the superintendent and human resources or his/her administrative designee in writing, at least one (1) week prior to his/her intention to return from leave in accordance with state statute.

- 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.40).

### 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 four (4) 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.40).

Section 4. Bereavement and Family Illness Leaves: An absence due to death of a spouse, child, adult child, brother, sister, parent, grandparent, grandchild, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a regular member of the immediate household, or significant person will be granted up to five (5) days per incident with the approval of the immediate supervisor with no salary deduction.

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.

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

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 two (2) months 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 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 section three (3) of this article, and accrual will continue so long as the employee is using paid leave. No additional 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 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 experience credit for pay purposes, or other benefits shall accrue for the period that the employee is on unpaid leave.

Section 9: Professional Improvement Leaves: Professional improvement leave is designed for the purpose of job-related work, study, travel or research. This leave is specifically designed for the purpose of upgrading skills or expertise of value to the District. The District may contract with the employee to pay all or part of the employee's salary during this leave depending on the perceived value to the District of the experience or the employee may use accrued vacation if the professional improvement leave is unpaid. This contract may make provision for payment at District expense or employee expense for fringe benefits and retirement plan. Such a contract may require a refund of any such salary and/or fringe benefit cost contributed by the School District if the employee does not return to the District and work for a period of at least two contract years. A refund will not be required if the employee is placed on unrequested leave of absence or otherwise terminated as a result of staff reduction. The granting of professional improvement leaves is at the sole discretion of the superintendent or their designee with the approval of the School Board.

Section 10: Personal Leave: In the 2023-2024 contract year, the employee shall be granted two (2) non-accumulative personal leave days each year for any reason. Personal days will not be charged against sick leave and cannot be carried over into the following fiscal year. The days must be submitted via the district's attendance tracking system and pre-approved by the employee's supervisor. Personal leave will be unavailable to employees after June 2024.

### **ARTICLE III CONTRACT YEAR, VACATION, AND HOLIDAYS**

Section 1. Base Work Year: The employee's duty year shall be for the entire 12-month contract year, including vacations and holidays, as provided herein. When it is necessary to compute a per day or per hour salary, , including longevity and stipend(s) indicated on individual agreements, if applicable, the employee's base salary will be divided by the number of weekdays per year minus twelve (12) holidays and minus the total number of vacation days to be accrued in the given year as outlined in section two (2) below.

#### Section 2. Vacations:

Subd. 1. In the 2023-2024 contract year, the employee shall earn vacation at the rate of twenty-eight (28) days per year. Employees working less than a full year shall accrue vacation on a prorata basis.

In the 2024-2025 contract year, the employee shall be frontloaded with 30 vacation days per fiscal year, equating to 2.5 vacation days per month from July through June. 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.

Subd. 2. Vacation may be used after it is credited. A draw in advance on vacation not yet earned or credited may be granted at the approval of the director and the superintendent.

Subd. 3. Vacation may be accrued to a maximum of 70 days. Upon the close of each contract year, the school district shall pay to the Administrator the cash value of all vacation days accrued above 70. Such payment shall be made on July 15 following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the Administrator hereunder, the value of a day of vacation shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the Administrator Agreement document in item #5.

Subd. 4. Upon termination of employment, for employees hired on or before July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS).

Upon termination of employment, for employees hired after July 1, 1999, one hundred percent (100%) of the Administrator's available vacation balance will be contributed to the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statute 352.98 and as outlined in the Minnesota State Retirement Systems Trust and Plan documents (MSRS). The amount of accumulated vacation leave days that will be eligible to the Administrator upon termination of employment will be equal to the lesser of the number of accumulated vacation leave days at the time of termination or the difference between 70 days and the number of days that have been cashed out and paid to the Administrator during his/her employment. For purposes of converting accumulated vacation leave into a HCSP contribution in order to make payment to the MSRS hereunder, the value of a day of vacation leave shall be determined as per Article III, Section 1 of these terms and conditions. The base salary is identified in the employee's Administrative Agreement document for the contract year in which the severance of employment occurs.

Subd. 4. An employee who is terminated or leaves the employment of the school district of their own volition will be eligible for contribution to the HCSP as outlined in Article III, Section 2, subdivision 4, provided the employee is severing employment of his or her own volition, has given the employer six (6) weeks written notice, and the amount of accumulated vacation time does not exceed the limitations of Article III, Section 2, subdivision 4. Such payment shall be made the next pay period following the employee's date of severance from employment. For purposes of converting accumulated vacation into the HCSP contribution in payment to the MSRS hereunder, the value of a day of vacation

shall be determined as per Article III, Section 1, of these terms and conditions. The base salary is identified in the employee's Administrator Agreement document for the contract year in which severance of employment occurs. In the event of the employee's death, the unused vacation payout will be made to the employee's MSRS.

Subd. 5. All requests for vacation must be approved in advance by the appropriate supervisor. Vacation requests in excess of a continuous three (3) weeks shall require the approval of the superintendent.

Section 3. Holidays: Employees shall have the following named holidays:

1. July 4
2. First (1<sup>st</sup>) Monday of September
3. Fourth (4<sup>th</sup>) Thursday of November
4. Day after the Fourth (4<sup>th</sup>) Thursday of November
5. December 24
6. December 25
7. January 1
8. Third (3<sup>rd</sup>) Monday of January
9. Third (3<sup>rd</sup>) Monday of February
10. Last Monday of May
11. June 19
12. Floating holiday to be indicated in the attendance tracking system

Two (2) of the above listed eleven (11) predetermined holidays may be taken as a floating holiday with approval from the employee's supervisor.

#### **ARTICLE IV 403B/457 MATCHING CONTRIBUTION**

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 75% time 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 to a maximum \$7,500 per year.

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

Subd. 1. Individual Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$790 per month toward the cost of the premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 2. Family Coverage: This insurance option is not available to any employee hired on or after July 1, 2023. The school district, effective July 1, 2023, shall contribute a sum not to exceed \$2,100 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2025, the school district shall contribute a sum not to exceed \$2,250 per month toward the cost of the premium for family coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district's health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4. Effective January 1, 2026, this coverage option will no longer be available to any employees in this contract.

Subd. 3. Individual High Deductible Coverage:

(a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective, July 1, 2023 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 \$790. 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 \$790.

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

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

Subd. 4. Family High Deductible Coverage:

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

Choice Plan (the “Flex Choice Plan”). Effective July 1, 2023 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 \$2,100. 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 \$2,250.

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

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

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

Section 3. Early Retirees: Administrators hired on or after July 1, 2022, are not eligible for the benefits outlined in this section. Employees hired by the District prior to July 1, 2004, who choose early retirement and are age 55 or older and who have completed at least ten (10) years of continuous full-time service with the School District shall be eligible for insurance benefits as provided in this section. Such employees will receive full single medical/health insurance benefits with the cost of the premium paid by the District for ten (10) years following date of retirement, or

upon becoming eligible for Medicare, whichever occurs sooner. Such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. An eligible employee, under this subdivision, may elect to continue to carry dependent coverage for the same time period as herein, at the employee's own expense, by making arrangements with the School District to pay on a monthly basis any costs as accrued by the School District. Administrators hired between July 1, 2004 and June 30, 2021, must be 55 or older and have completed at least fifteen (15) years of continuous full-time service with the school district to be eligible for insurance benefits included in this section.

Section 4. Group Income Protection: The School District will pay each month the cost of the premium for income protection insurance for each employee qualified for and enrolled in such School District plan. The income protection shall include the following:

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

Section 5. Life Insurance:

Subd. 1. The School District will pay each month the cost of the life insurance premium for a \$350,000 term life insurance policy for each full-time employee working more than 75% time, qualified for and enrolled in such School District plan. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue code section 79.

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

Section 6. Dental Insurance:

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

Subd. 2. Family Coverage: The School District shall contribute a sum not to exceed \$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. Employees working 74% time or less shall receive the district contribution on a prorated basis.

Section 7. Administrators are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement Systems Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. The Intermediate School District 917 shall contribute a lump sum payment in the amount of \$4,000 on March 31, 2024, and \$4,000 on March 31, 2025, to all employees covered in this agreement. The lump sum payment shall be deposited in the employee's HCSP account.

Section 8. 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.

## **ARTICLE VI OTHER BENEFITS**

Section 1. Professional Growth: The Board agrees for assistant directors/principals hired prior to July 1, 2015, to reimburse tuition fees for preapproved courses and professional dues. Reimbursement of tuition shall be limited to the cost of 12 semester credits (or equivalent) per year at the University of Minnesota doctoral rate or a sum not to exceed the University of Minnesota cost for 12 semester credits or equivalent at another University. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final. Effective June 30, 2007, benefits under this Section 1 shall be limited to and regulated by the assistant directors/principals' enrollment in a course of study or program approved by the superintendent in accordance with the Intermediate School District Policy 486 Specialized Training at District Expense.

For Administrators hired after July 1, 2015, the Board agrees to reimburse professional dues and tuition fees for preapproved graduate courses that are part of a certification program, licensing program, education specialist program, educational doctorate program, Juris Doctorate program, or PHD program that is of benefit to Intermediate School District 917. Reimbursement of tuition/fees shall be limited to nine (9) semester credits (or equivalent) per fiscal year and the maximum reimbursement amount shall not exceed the cost of nine (9) graduate semester credits at the University of Minnesota. Reimbursement shall be subject to the superintendent's approval, whose decision shall be final.

If an Assistant Director/Principal's resignation effective date from the district is before the three-year anniversary of a tuition/fee reimbursement 50% of the reimbursement must be repaid to the district. If an Administrator's resignation effective date is on or after the third-year anniversary of a tuition/fee reimbursement, no repayment is required. This employee repayment requirement will be tracked separately for each tuition/fee reimbursement.

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

Section 3. Defense and Indemnification:

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

Subd. 2. Subject to the limitations provided in Subd. 1 hereof, the School Board shall provide legal counsel and pay the fees for services rendered and costs advanced by such counsel in defense of the Administrator and shall pay all expenses to the ultimate conclusion of such action, and shall pay any judgment which may be rendered against the Administrator. In the event that a conflict exists as regards the defense to any claim between the legal position of the Administrator and the legal position of the School District, the School District agrees to engage separate counsel for the Administrator and the School District agrees to pay the fees for services rendered and costs advanced by such counsel. The School District further agrees that the choice of such separate counsel shall be made by the Administrator and subject only to final approval by the School Board.

**ARTICLE VII  
MISCELLANEOUS**

Section 1. Probationary Period: Licensed employees shall serve a probationary period subject to the provisions of Minnesota State Statute § 122A.40.

Section 2. Exempt Status: This position is exempt from the overtime provisions of the Fair Labor Standards Act, based on the following factors:

- (a) The position is salaried and earns more than \$250 per week.
- (b) The position involves performing work directly related to management policies and operations of the school district.
- (c) The incumbent in this position customarily and regularly exercises discretion and independent judgment in the course of the daily work activities.

Section 3. Years of Service:

Subd. 1. 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.

Subd. 2. When benefits in this contract are determined by years as an administrator, the term “administrator” refers to time that the employee worked in the District as one or more of the following licensed classifications:

1. Deans/Assistant Principals
2. Assistant Directors/Principals
3. Executive Directors/Directors

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

## **ARTICLE VIII SALARIES**

Section 1. Salary Increases for New Employees: A new employee shall be given a salary and step placement as agreed between the School District and the employee with approval by the superintendent or their designee. 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: An employee shall receive an annual salary for each contract year as indicated in the employee’s Administrator Agreement document based on the following salary schedules for the given contract year (July – June):

	<b>2023-2024</b>
<b>Steps</b>	<b>Asst. Directors / Principals</b>
<b>1</b>	\$123,571
<b>2</b>	\$127,933
<b>3</b>	\$132,294
<b>4</b>	\$136,655
<b>5</b>	\$141,017
<b>6</b>	\$145,378
<b>7</b>	\$148,976

	<b>2024-2025</b>
<b>Steps</b>	<b>Asst. Directors / Principals</b>
<b>1</b>	\$126,661
<b>2</b>	\$131,131
<b>3</b>	\$135,602

<b>4</b>	\$140,071
<b>5</b>	\$144,542
<b>6</b>	\$149,013
<b>7</b>	\$152,700

Placement on the salary schedule at the time of initial hire to the position will be made by the Superintendent and will not be open to appeal or grievance. The factors that will be used in the placement determination include: years of experience while employed as a licensed administrator (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. Each subsequent year of employment the employee will progress along the salary schedule. This placement has no bearing on seniority for the purposes of either longevity or for unrequested leave.

Section 3. Longevity: Employees shall receive a longevity stipend beyond the salaries delineated in Article VIII, Section 2 as follows:

Years of Continuous Service in the District	<b>2023-2025</b>
<b>After ten (10) years of continuous employment (Years 11 through 15)</b>	\$2,500
<b>After fifteen (15) years of continuous employment (Years 16 through 20)</b>	\$4,000
<b>After 20 years of continuous employment (Years 21 through 25)</b>	\$4,100
<b>After 25 years of continuous employment (Years 26+)</b>	\$4,200

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

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

Section 5. Salary Adjustment: In addition to the salaries delineated the employee’s Administrator Agreement, those administrators who have attained the J.D., PhD, or EdD degree shall receive an additional annual stipend in the amount of \$2,500 as indicated in the employee’s Administrator Agreement document to be paid in twenty-four (24) equal portions on the normal semi-monthly salary for a full-year contract when the degree is awarded in June. Otherwise, such stipend shall begin in the month following the award of said degree and shall be prorated from that date until the end of the current fiscal year. Any pay adjustment shall not be made until an official transcript is received for the personnel file.

## **ARTICLE IX ABOLITION OF POSITION**

Section 1. Effect: This Article shall be effective only if one or more of the positions governed by these Terms and Conditions of Employment is eliminated by the School District for its own reason

or as a result of modification of state law abolishing the School District or substantially altering its form or funding which dictates the abolishment of one or more of the positions covered by these Terms and Conditions of Employment.

Section 2. Conditions: In the event that any of the Administrator positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee under these terms and conditions shall be eligible for sick leave pay as provided in Article II, Section 2, notwithstanding age or years of service requirements. In addition, in the event any of the positions covered by these Terms and Conditions of Employment is abolished as provided in Section 1 hereof, an employee shall be eligible for one year of the insurance benefit provided for in Article V, Section 2, notwithstanding age or years of service requirements, except such benefits shall not be available if the employee has substantially equivalent coverage paid for by another employer. Nothing in this Article, however, shall alter the benefits existing in Article V, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

Special Education Assistant Director/Principal and Secondary Principal Contract Approved by the School Board:

\_\_\_\_\_  
Chair

November 12, 2024  
Amended Date

\_\_\_\_\_  
Clerk

November 12, 2024  
Amended 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 Members  
Michael Favor Superintendent

From: Mark Johns Director of Business Services

Date: November 12, 2024

Re: District Revenue and Expenditures for your approval

### **Information:**

- Enclosed for your review and approval are the fiscal year 2024 and 2025 revenue and expenditure budgets to be published in the board approved St. Paul Pioneer Press and will be posted to our ISD 917 website per Minn. Stat. section 123B.10.
- The information provided is based on the audited information for FY24 which will be presented to the board during the December 10<sup>th</sup>, 2024, board meeting. FY25 information is based on the adopted revenues and expenditures approved by the board on June 11, 2024
- **FY24 operating fund balances** came in higher than anticipated compared to the revised budget projection. FY24 recognized a reduction in the operating fund balance of (\$382,446) compared to the revised budget of (\$837,486). The improvement in the operating fund balance by an additional \$455,040 resulted from a combination of factors:
  - o Special education revenues were higher by \$339,000 and non-reimbursable operational costs were lower by (\$330,000) resulting in a net increase in fund balance of \$148,959 instead of the anticipated loss of (\$520,097).
  - o Secondary Alternative Learning Center revenues were lower by additional (\$216,435) resulting in a net decrease of (\$52,768)
- **Internal Service Fund balances** (medical & dental) came in higher than anticipated in comparison to the FY24 revised budget by an additional \$233,741 due to higher interest earnings and lower than projected medical claims.
- **FY24 vs FY23:** Total FY24 operating revenues were \$43.878M and operating expenditures were \$44.261M. This created a FY 24 fund balance shortfall of (\$382,446). FY23 had a fund balance shortfall of (\$122,990).

#### ISD 917 Core Values

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

- **FY24 total ADM's** served reporting as of 10/21/24 experienced a decrease of (124.5) ADM's or (14.3%) in comparison to FY23. The decrease in ADM's is attributable to a decrease in our Alternative Learning Center's ADM's (52.2), Special Education ADM's (34.7) and remaining is extend time and our member school districts targeted services (37.7) ADM's.
- **FY24 total operating cost per ADM** increased by \$9,645 or 19.40% to \$59,296 as reported on MDE revenues and expenditures report which is due to the decrease in ADM's.



Division of School Finance  
400 NE Stinson Blvd.  
Minneapolis, MN 55413

## District Revenues and Expenditures Budget for Fiscal Year (FY) 2024 and FY 2025

ED-00110-47

**General Information:** Minnesota Statutes 2023, section 123B.10, requires that every school board shall publish the subject data of this report.

District Name:						District Number:	
Fund	FY 2024 Beginning Fund Balances	FY 2024 Actual Revenues and Transfers In	FY 2024 Actual Expenditures and Transfers Out	June 30, 2024 Actual Fund Balances	FY 2025 Budget Revenues and Transfers In	FY 2025 Budget Expenditures and Transfers Out	June 30, 2025 Projected Fund Balances
General Fund/Restricted	\$ 50,581	\$ 2,440,593	\$ 2,213,788	\$ 277,385	\$ 997,428	\$ 982,557	\$ 292,256
General Fund/Other	\$ 10,028,876	\$ 41,194,355	\$ 41,820,431	\$ 9,402,800	\$ 50,900,266	\$ 51,043,245	\$ 9,259,821
Food Service Fund	\$ -	\$ 243,470	\$ 226,645	\$ 16,826	\$ -	\$ -	\$ 16,826
Community Service Fund	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Building Construction Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internal Service Fund	\$ 5,828,416			\$ 6,651,023			\$ 7,682,831
* OPEB Revocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPEB Irrevocable Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPEB Debt Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total - All Funds</b>	<b>\$ 15,907,873</b>	<b>\$ 43,878,418</b>	<b>\$ 44,260,864</b>	<b>\$ 16,348,034</b>		<b>\$ 52,025,802</b>	<b>\$ 17,251,734</b>
<b>Long-Term Debt</b>				<b>Current Statutory Operating Debt per Minnesota Statutes, section 123B.81</b>			
Outstanding July 1, 2023	\$ 6,315,000			Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 06/30/2024		\$	-
Plus: New Issues	\$ -						
Less: Redemmed Issues	\$ 325,000			<b>Cost per student - Average Daily Membership (ADM) 06/30/2024</b>			
Outstanding June 30, 2024	\$ 5,990,000						
<b>Short-Term Debt</b>				Total Operating Expenditures		\$	44,072,163.75
Certificates of Indebtedness	\$ -			FY 2024 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM			743.26
Other Short-Term Indebtedness	\$ -			FY 2024 Operating Cost per ADM		\$	59,295.76

**The complete budget may be inspected upon request to the superintendent.**

**Comments:**

\* Other Post-Employment Benefits (OPEB)

**2024-2025 Superintendent Goals & Rubric - DRAFT 11.1.24**

<b>2024-2025 Superintendent Goals</b>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Unsatisfactory (1)</b>
<p><b>Goal #1: Create and strengthen strategic partnerships to innovate academic programming and increase opportunities for staff and students during and beyond pK-age 22 education.</b></p>	<p>Develops relationships and partnerships with individuals and organizations that are clearly aligned to ISD 917 core values and strategic directions; partnerships increase opportunities and decrease barriers for students and staff; partnership progress and performance is measured through quantitative and qualitative measures</p>	<p>Develops relationships and partnerships with individuals and organizations to support ISD 917 Core Values and strategic directions; partnerships may increase opportunities and decrease barriers for students and staff; partnership progress and performance is measured</p>	<p>Develops relationships and partnerships with individuals and/or organizations without clear alignment to ISD 917 core values and/or strategic directions</p>	<p>Does not develop relationships and partnerships with individuals and/or organizations</p>
<p><b>Goal #2: Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions, and support a sense of belonging for all students, staff, and families.</b></p>	<p>Actively leads the district to develop, strengthen, and/or effectively implement systems, structures, and practices to individually and collectively support student services, finance, teaching and learning, human resources, communications, technology, social-emotional learning, and secondary programs to achieve more collectively in the areas of staff recruitment, staff retention, core values, strategic directions, and a sense of belonging for students, staff, and families</p>	<p>Leads the district to develop, strengthen, and/or effectively implement systems, structures, and/or practices to individually and collectively support student services, finance, teaching and learning, human resources, communications, technology, social-emotional learning, and/or secondary programs to achieve more collectively in the areas of staff recruitment, staff retention, core values, strategic directions, and/or a sense of belonging for students, staff, and families</p>	<p>Leads the district to develop, strengthen, or effectively implement practices to individually or collectively support student services, finance, teaching and learning, human resources, communications, technology, social-emotional learning, or secondary programs in the areas of staff recruitment, staff retention, core values, strategic directions, or a sense of belonging for students, staff, and families</p>	<p>Does not provide leadership for the ISD 917 Leadership Team or support collaboration support student services, finance, teaching and learning, human resources, communications, technology, social-emotional learning, or secondary programs to achieve more collectively in the areas of staff recruitment, staff retention, core values, strategic directions, or a sense of belonging for students, staff, and families</p>

<p><b>Goal #3: Engage students, staff, families, local communities, organizations, businesses, and governmental agencies to support students' successful transition into resident districts, workforce, and community.</b></p>	<p>Actively leads the district to develop, strengthen, and/or effectively implement systems, structures, and practices to intentionally transition students into and out of ISD 917 in a student-centered manner that focuses on individual strengths and interests, healthy relationships, post-secondary readiness, continuous improvement with regular check-ins on progress and performance, and a focus on the ISD 917 core values</p>	<p>Leads the district to develop, strengthen, and/or effectively implement systems, structures, and practices to intentionally transition students into and out of ISD 917 in a student-centered manner that focuses on individual strengths and interests, healthy relationships, post-secondary readiness, continuous improvement with regular check-ins on progress and performance, or a focus on the ISD 917 core values</p>	<p>Leads the district to develop, strengthen, or effectively implement practices to intentionally transition students into or out of ISD 917 in a student-centered manner that focuses on individual strengths and interests, healthy relationships, post-secondary readiness, continuous improvement with regular check-ins on progress and performance, or a focus on the ISD 917 core values</p>	<p>Does not lead the district to develop, strengthen, and/or effectively implement systems, structures, and practices to intentionally transition students into and out of ISD 917 in a student-centered manner that focuses on individual strengths and interests, healthy relationships, post-secondary readiness, continuous improvement with regular check-ins on progress and performance, or a focus on the ISD 917 core values</p>
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**Executive Director of Student Services**  
**Board Update**  
**November 2024**

**Collaboration:** Working together to achieve more collectively.

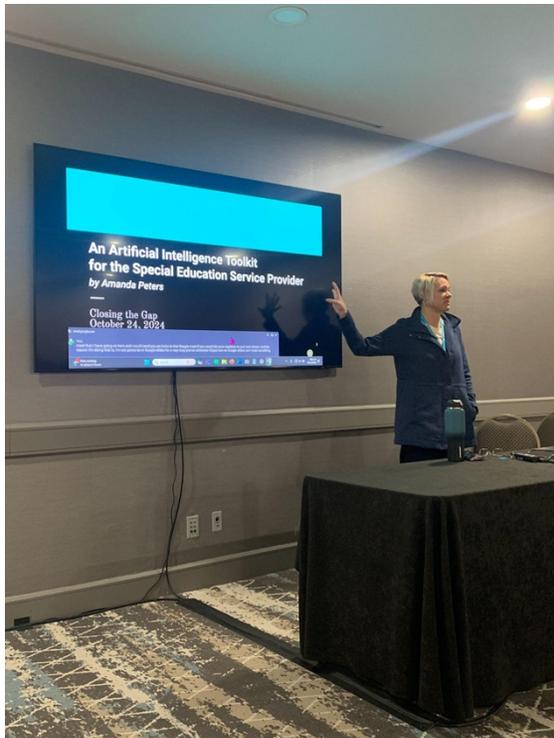
- BCBA consultation: We're offering consultation for member districts with a board certified behavior analyst (BCBA) again this school year after a hiatus due to staffing. Alicia Odell is currently engaged in work with multiple students and teams from our member districts and she is currently working on six separate consultation projects. We anticipate additional requests for these services to continue as the school year progresses based on conversations with various member district administrators.

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

- International hiring: Based on the interest of member district directors, we will be hosting a virtual session on November 21st so that we can share our processes and the lessons that we have learned as we have hired staff internationally. Lauren Kelly, Dr. Brooke Peterson, Amy Swaney and Julie Illa will be joining me as they each have an important role in our efforts. Anyone is welcome to join.

**Innovation:** Ongoing improvement of programs and services.

- Closing the Gap: Amanda Peters, Instructional Technology Coach, presented to an overflowing room of educators at the Closing the Gap Conference. All seats were filled, people were sitting on the floor and standing in the back of the room! Her presentation, titled *An Artificial Intelligence Toolkit for the Special Education Service Provider*, provided a wealth of resources to save educators time and promote student independence. We are so grateful for her innovative leadership and support!



**Stewardship:** Managing financial and human resources carefully and responsibly.

- International teachers: We have welcomed three new teachers since our last board meeting! One has joined the staff at Alliance Education Center while two others have joined our staff at Lebanon Education Center. Our human resources department as well as our team from teaching and learning, have been busy supporting the staff with their transition to the district including providing a robust schedule of professional development. We anticipate welcoming one more new teacher sometime in November.
- SHIP grant: We submitted a proposal for approximately \$7900 for a SHIP grant through Dakota County. Our proposal is centered on expanding Ukeru implementation beyond the CASE program. Monetary awards will be announced by November 15th. Funds would be used to purchase additional equipment for our ECSE TEA classrooms so they can maximize both personal safety and the use of non-restrictive crisis prevention and intervention practices with our youngest learners.

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

- Smore: Our monthly communication was sent to all staff on October 16th. You can access it [here](#). I continue to send monthly updates to member district directors as well as weekly updates to the educational leadership team (ELT).

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

- Threat assessment: We recently completed “Threat Assessment 101” training and practice with new administrators, BCBA’s, and mental health staff from sites across the district. This training focused on introduction to threat assessment research and evolution, procedural objectives under the Comprehensive School Threat Assessment Guidelines model, evidence-based practices to reduce bias in threat assessment, and the creation of data-driven plans to reduce risk and improve safety for all involved.

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

- Worksite partnership: Arranged over the summer of 2024, a worksite partnership was developed between Intermediate School District 917 and Bon Appetit, the cafeteria located inside the Best Buy Headquarters in Bloomington. The work based learning staff are very excited about this new opportunity. The Bon Appetit volunteer worksite is in place Monday through Friday with shifts running from 90 minutes to 2 hours. There are currently 16 students from the BTC and DCTC TESA sites volunteering.

The purpose of the volunteer worksite is to give students the opportunity to learn new work skills, develop a sense of what a career in the food industry includes, increase work stamina, learn teamwork skills on the job, and build soft job skills. Work activities include: waste ambassador, wiping down dining room tables, flat surface disinfecting in the kitchen, as well as teamwork and customer service skills.

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

- Calendar Options Exploration Committee: Later in November we will begin convening the calendar options exploration committee. This group will explore calendar options our district may consider focused on our core values. Our first meeting will include a review of state statute related to school calendars as well as a review of a few example of non-traditional examples. Based on this initial information, questions to guide our exploration will be developed.

**Diversity:** Appreciating and valuing everyone’s unique selves.

- Secondary professional development: On October 16th the entire secondary team including ALC, CTE/JSC staff met for professional development with Mentor MN. The team focused on the relationship centered school work we began last year and that is the center of our current continuous improvement plan. The team worked with data collected during our professional development in August that centered on student engagement, relationships, environment, and social/emotional learning practices. The professional development also focused on accountability in relationships and staff reflected and shared characteristics of a person in their life in which we had a

positive relationship. We will continue this work at our next professional development day in November.