

INTERMEDIATE SCHOOL DISTRICT 917

TERMS AND CONDITIONS OF EMPLOYMENT FOR

EXECUTIVE ASSISTANT

TO THE SUPERINTENDENT & SCHOOL BOARD

EFFECTIVE JULY 1, 2026 – JUNE 30, 2028

Approved by the School Board: August 4, 2026

ARTICLE I DEFINITION OF ELIGIBLE EMPLOYEES

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

ARTICLE II LEAVES

Section 1. Sick Leave:

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

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

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

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

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

Section 2. Medical Leave:

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

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

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

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

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

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

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

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

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

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

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

Section 3. Parental Leave:

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

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

Subd. 3. Returning from Parental Leave: For partial school year leaves, an employee on a

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

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

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

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

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

Section 4. Bereavement and Family Illness Leave:

Subd. 1. An employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, sister, brother, grandparent, grandchild, parent-in law or parent. Up to three (3) days absence may be granted with pay for the death of the employee's son-in-law or daughter-in-law, brother-in-law or sister-in-law, regular members of the immediate household or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

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

Subd. 3. Additional absence for severe illness or death may be granted at the sole discretion of the superintendent, whose decision is final and binding and is not subject to the grievance procedure.

Section 5. Civic Duty/Military Leave:

Subd. 1. Jury Duty: An employee summoned to serve on a jury shall request to be excused from such jury service. Employees who are not excused will be permitted time off without

the loss of pay contingent upon the employee reimbursing the School District any fees / per diem received from the court for said jury duty. If/when an employee is dismissed from jury duty, the employee must return to work. Any allowable expenses reimbursed by the court, such as mileage, parking, and meals, may be retained and are the sole responsibility of the employee to seek through the court. The District shall assume no responsibility to seek reimbursement, nor pay reimbursement for said expenses.

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

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

Section 6. General Unpaid Personal Leave:

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

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

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

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

Section 7. Insurance Implications:

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

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

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

Section 8. Accrued Benefits:

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

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

ARTICLE III VACATIONS AND HOLIDAYS

Section 1. Earned Vacation:

Subd. 1. An employee will be frontloaded with the number of vacation days outlined below. Years of employment is defined in Article IV, Section VI. While the vacation time will be frontloaded, should an employee end their employment with the district prior to the end of the contract year, they will be docked for overused vacation. Employees who start after July 1 or work part-time shall have their vacation frontloaded at a prorated rate. Eligible employees working full-time (1.0 FTE) shall earn vacation as follows:

Year 1	15 days per year
Years 2-6	20 days per year
Years 7-15	26 days per year
Years 16 or more	28 days per year

Subd. 2. Vacation may be taken after the first six (6) months of employment, unless otherwise approved by the employee's supervisor through the district's absence management system.

Subd. 3. Vacation may be used after it is credited. Vacation may be accrued to a maximum of 45 days. All requests for vacation must be approved in advance by the superintendent.

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

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

Section 2. Holidays: An employee eligible under this section shall be granted the following twelve (12) paid holidays:

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

ARTICLE IV 403B MATCHING CONTRIBUTION

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must have completed one year of employment and thus will be eligible for contribution in the employee's second year of employment. Further, to be eligible for this contribution, an employee must be regularly employed at least 1110 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees.

Section 2. Contribution: The School District will match eligible employee contributions up to a maximum of:

2026-2028: \$3,000

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

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

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

Section 6. Years of Employment: An employee who is hired prior to June 30 will be considered in their first year of employment. Each year of employment will begin on July 1. For example, if an employee begins June 15, 2022 their first year of employment ends on June 30, 2022 and their second year of employment begins on July 1, 2022.

ARTICLE V INSURANCE BENEFITS

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district.

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

Subd. 1. Individual High Deductible Medical Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee. 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 \$804 effective July 1, 2026. Effective January 1, 2027, the School District shall contribute a sum not to exceed \$825 per month. Effective January 1, 2027, the School District shall contribute a sum not to exceed \$855 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible to make pre tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law.

Subd. 2. Family High Deductible Medical Coverage

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee. 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 \$1,850 effective July 1, 2026. Effective January 1, 2027, the School District shall contribute a sum not to exceed \$1950 per month. Effective January 1, 2028, the School District shall contribute a sum not to exceed \$2,020 per month.
- (b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in family coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.
- (c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee enrolled in the family high deductible coverage. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible 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 3. Dental Insurance:

Subd. 1. Individual Coverage Effective July 1, 2026, the School District shall contribute a sum not to exceed \$56 per month toward the cost of the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan.

Subd. 2. Family Coverage Effective July 1, 2026, 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 4. Group Long-Term Disability Insurance: The School District will pay each month 100 percent of the premium for income protection insurance for each eligible employee. The income

protection plan shall include the following:

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

Section 5. Life Insurance: The School District will pay each month all of the life insurance premium for a \$100,000 term life insurance policy for each eligible employee. The value of this benefit will be included in the employee's taxable income as required by the Internal Revenue Code Section 79.

ARTICLE VI OTHER BENEFITS

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

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

ARTICLE VII MISCELLANEOUS

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

Section 2. Years of Service: For purposes of calculating years of service or the year in relation to 403B, vacation, and other benefits herein, the first year of employment shall be defined as any days of employment prior to the last day of the fiscal year in the first employment agreement. The next regular fiscal calendar becomes the second year of employment with each successive school year adding to the years of employment.

ARTICLE VIII SALARIES

Section 1. Salary Increases for New Employees: A new employee or an employee transferring into this contract from a different contract shall be given a salary as agreed between the School District and the employee. An employee hired prior to January 1 shall be eligible for a salary increase effective the following July 1. An employee hired on or after January 1 shall not be eligible for a salary increase until the second following July 1. (Example: An employee hired prior to January 1, 2026, shall be eligible for a salary increase effective on July 1, 2026. An employee hired on or after January 1, 2026, shall not be eligible for a salary increase until July 1, 2027). These salary terms may only be modified by mutual agreement in writing between the School District and the Employee at the time of initial employment.

Section 2. Hourly Rate: Employees will be paid an hourly rate designated on their individualized

contract, separate from this main contract. Stipends shall not be factored into the hourly rate.

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

TERMS AND CONDITIONS OF EMPLOYMENT FOR EXECUTIVE ASSISTANT TO THE
SUPERINTENDENT

Date of School Board Action authorizing execution: August 4, 2026

_____	<u>August 4, 2026</u>
Chair	Date

_____	<u>August 4, 2026</u>
Clerk	Date