

**Intermediate School District 917**

**Terms and Conditions of Employment**

**For**

**Executive Directors**

**and**

**Directors**

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

**Board Approved: February 6, 2024**

**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.

Executive Director of Business Services  
Executive Director of Student Services (licensed)  
Director of Finance  
Director of Human Resources  
Director of Social Emotional Learning (licensed)  
Director of Teaching and Learning (licensed)

The School Board of Intermediate School District 917, Rosemount, Minnesota (School District) enters into this agreement with staff who are the most qualified for the position. For the licensed positions listed above, the District intends to employ candidates who possess a Director of Special Education and/or Principal licensure. In the event an employee is hired to one of the licensed positions and does not have the license(s) needed for the position, 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 Administrator Agreement. Exceptions to this expectation may be approved by both the administrator's supervisor and/or the Superintendent.

**ARTICLE II**  
**LEAVES**

Section 1. 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 70 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 75 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 75 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 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 in accordance with state statute.

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.

- 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. Basic 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, the employee's base salary, including longevity and stipend(s) indicated on individual agreements, if applicable, 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 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 superintendent. Vacation may be accrued to a maximum of 70 days. Upon the close of each contract year, the School District shall pay to the employee the cash value of all vacation days accrued above 70. Such payment shall be made on July 15<sup>th</sup> following the close of the contract year. For purposes of converting accumulated vacation into cash in order to make payment to the employee hereunder, the value of a day of vacation shall be calculated as per Article III, Section 1. Applicable annual base salary shall be the employee base salary for the contract year that just closed for purposes of the payments.

Subd. 3. An employee who is terminated or leaves the employment of the School District of his or her own volition will be paid for all accumulated vacation time, provided the employee is severing employment of his or her own volition and has given the employer six (6) weeks written notice. Such payment shall be made as soon as administratively feasible following the employee's severance from employment. For purposes of converting accumulated vacation into cash in order to make payment to the employee hereunder, the value of a day of vacation shall be calculated as per Article III, Section 1. Applicable annual base salary shall be the employee's annual base salary for the contract year in which the severance for the contract year in which the severance of employment occurs. The superintendent may waive the six (6) weeks written notice due to special circumstances.

Subd. 4. All requests for vacation must be approved in advance by the superintendent or his/her designee. 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 floating holidays with approval from the employee's supervisor.

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

Section 1. Eligibility: To be eligible for contribution under this Article, an employee must be full-time,

Section 2. Contribution: The School District will match eligible employee contributions to a maximum \$7500 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 plans.

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. An employee who works an assignment of 0.75FTE or higher is eligible for health insurance benefits. A part time employee working less than 1.0FTE shall receive a prorated district contribution toward their health insurance and HSA.

## Section 2. Health and Hospitalization Insurance:

### Subd. 1. 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. 2. 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. 3. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district's health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district's contribution to the employee's HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Retirees' Insurance:

Subd. 1. Employees hired prior to July 1, 2015, who retire who have at least 10 years of continuous full-time service and who are age 55 years or older will continue to receive the same district contribution (single or family) toward medical and dental insurance benefits as stated in the then current agreement, for 10 years from the date of retirement or upon becoming eligible for Medicare, whichever occurs sooner. Employees hired after July 1, 2015, 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 full-time 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, 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.

Subd. 3. Upon retirement, employees may continue to participate in the District's policy and may purchase up to \$100,000 in term insurance at their own expense, subject to the terms of the contractual agreement between the District and the 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.

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.

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 \$1,750 on March 31, 2024, and \$2,000 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: For an Employee hired before July 1, 2015, the Board agrees to reimburse tuition fees for preapproved courses and professional dues. These courses and professional dues are subject to the Superintendent's approval, whose decision shall be final.

For an employee 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, 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 employee'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 their supervisory duties shall be reimbursed for such travel pursuant to School District policy.

Section 3. Cellphones: Employees within this contract shall receive a monthly stipend for the use of their personal cellphone for work-related use in accordance with District policy.

Section 4. 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 employee from any and all demands, claims, suits, actions, and legal proceedings brought against the employee 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 employee 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 employee and shall pay all expenses to the ultimate conclusion of such action and shall pay any judgment which may be rendered against the employee. In the event that a conflict exists as regards the defense to any claim between the legal position of the employee and the legal position of the School District, the School District agrees to engage separate counsel for the employee 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 employee and subject only to final approval by the School Board.

## **ARTICLE VII MISCELLANEOUS**

### Section 1. Probationary Period:

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

Subd. 2. Unlicensed Employees: Unlicensed employees shall serve a probationary period from the date of hire until a minimum of 12 months and will extend until the June 30<sup>th</sup> 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. 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 classifications:

1. Executive Directors/Directors, Business Managers
2. Coordinators: Communications, Human Resources, and/or Technology
3. Assistant Directors/Principals
4. Deans/Assistant Principals

**Section 4. Abolition of Position:**

**Subd. 1. Effect:** This section shall be effective only if this position 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 this position.

**Subd. 2. Conditions:** In the event this position is abolished as provided in Section 1 hereof, the employee shall be eligible for one year of the retiree insurance benefit provided for in Article IV, 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 IV, Insurance Benefits, for those employees who otherwise meet the age and service requirements as set forth in said articles.

**ARTICLE VIII  
SALARY**

**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 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. 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 placement on the salary schedule below for the given fiscal year (June – July):

	<b>2023-2024</b>	
<b>Steps</b>	<b>Executive Director</b>	<b>Director</b>
<b>1</b>	\$141,556	\$131,070
<b>2</b>	\$146,363	\$135,877
<b>3</b>	\$151,170	\$140,685
<b>4</b>	\$155,977	\$145,492

<b>5</b>	\$160,785	\$150,299
<b>6</b>	\$165,592	\$155,106
<b>7</b>	\$170,399	\$159,914

	<b>2024-2025</b>	
<b>Steps</b>	<b>Executive Director</b>	<b>Director</b>
<b>1</b>	\$145,094	\$134,347
<b>2</b>	\$150,022	\$139,274
<b>3</b>	\$154,949	\$144,202
<b>4</b>	\$159,877	\$149,129
<b>5</b>	\$164,804	\$154,057
<b>6</b>	\$169,732	\$158,984
<b>7</b>	\$174,659	\$163,911

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>2023-2024</b>	<b>2024-2025</b>
<b>After four (4) years of continuous employment (Years 5 through 10)</b>	\$2,000	\$2,000
<b>After ten (10) years of continuous employment (Years 11 through 15)</b>	\$2,250	\$2,500
<b>After fifteen (15) years of continuous employment (Years 16 through 20)</b>	\$3,250	\$4,000
<b>After 20 years of continuous employment (Years 21 through 25)</b>	\$4,000	\$4,500
<b>After 25 years of continuous employment (Years 26+)</b>	\$4,500	\$5,000

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 of Additional Stipends:

Subd. 1. Doctoral Stipend: 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.

Executive Directors and Directors Contract Approved by the School Board:

\_\_\_\_\_  
Chair

February 6, 2024  
Date

\_\_\_\_\_  
Clerk

February 6, 2024  
Date