



TERMS AND CONDITIONS

between

Independent School District No. 717
Jordan, Minnesota

And

Unaffiliated Directors

July 1, 2023 – June 30, 2026

AGREEMENT

This agreement is entered into between the Jordan School District and the current Unaffiliated Directors hired prior to July 1, 2023:

- Activities Director
- Communications Director
- Community Education Director
- Early Learning Services Director
- Facilities Director
- Finance Director
- Nutrition Services Director
- Special Education Director
- Teaching and Learning Director
- Technology Director

ARTICLE I DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" are subject to the provisions of PELRA.

Section 2. School District:

For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 3. Benefits Eligibility:

Eligibility for benefits: To qualify for benefits employees must be employed for 20 hours weekly for 35 weeks yearly. All benefits that require carrier approval must meet the carrier criteria.

Section 4. Contract Period:

The Unaffiliated Directors shall perform the basic services throughout the term of this contract and on those legal holidays on which the school district is authorized to conduct school if the school board so determines.

Section 5. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 6. Anniversary Date:

The anniversary date for each employee will be July 1. Employees hired between July 1 and January 31 will be considered employed one year after the first July 1 following their employment date. Employees hired February 1 and after will not be considered employed one year until after the second July 1 following their employment.

ARTICLE II COMPENSATION

Section 1. Wage Schedule:

The annual contract may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year. Should the

district not set the salary prior to an employee commencing work for the particular school year, the employee shall work at the previous year's salary until an agreement is reached on the present year's salary. The employee would receive retro pay once the salary is set.

Section 2. Technology Allowance:

The school district will provide an annual stipend to be used for technology hardware and software for professional development and/or a home work station in accordance with School District procedures, policies and practices.

ARTICLE III
GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school district as provided by law.

Section 2. Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 4. Health, Hospitalization and Dental Insurance:

The district will provide up to the family health coverage under the Aware 3500 or comparable plan and family dental coverage. Any additional premium costs for other plan designs/coverages are to be borne by the employee.

Section 5. HSA and VEBA Account:

The School District shall contribute \$2,400 for 2023-2024, \$3,000 for 2024-2025 and \$3,500 for 2025-2026 for family coverage to eligible employees that are enrolled in the Aware 3500 or comparable plan. If an employee requests to be on a lower premium plan they will receive a \$4,400 contribution.

Section 6. Long Term Disability Insurance:

The district shall provide LTD insurance for eligible employees as long as the district employs them. The program will provide 66-2/3% of the basic compensation not to exceed \$9,167 per month and will go in effect after sixty (60) calendar days of disability.

Section 7. Term life Insurance:

The district shall provide \$100,000 term life insurance, using the same plan the district used with the Jordan Education Association.

ARTICLE IV
OTHER BENEFITS

Section 1. Professional Development:

The School District recognizes the importance of encouraging employees to attend or participate in professional conferences or meetings at the state, local and national level as a necessary and essential part of an employee's professional growth. When financially feasible, and with proper approval by the Superintendent, the District will pay an employee's expenses to attend such a conference or meeting.

Section 2. Membership Dues:

The School District will provide membership in the approved state and national professional organizations.

Section 3. Travel Reimbursement:

Necessary and approved transportation outside of District boundaries that is required of the employee in the performance of school duty; shall submit appropriate claim forms and/or receipts as per District procedure for reimbursement.

Section 4. Uniform Allowance:

The Facilities Director will receive an annual \$400.00 uniform allowance.

Section 5. Education Allowance:

All employees are eligible for a \$1,000 annual education allowance, to be used for class fees with pre-approval of Superintendent. Payment will be paid upon presentation of expense receipts to the district's Finance Director.

ARTICLE V
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall receive 12 days of sick leave yearly, prorated according to Sec. 3 of Art. I.

Subd. 2. Unused sick leave days may accumulate to a maximum of 1,000 hours, prorated according to Sec. 3 of Art. I.

Subd. 3. An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in Minnesota State Statute 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This subdivision applies only to personal sick leave benefits payable to the employee from the employer's general assets.

Subd. 4. Sick leave shall be deducted from the accrued sick leave hours earned by the employee. If the employee has exhausted their sick leave days, any additional days missed will be deducted from their pay at their hourly rate. Days used for sick leave, above that eligible for, must be approved in advance by the superintendent. The decision of the superintendent to grant additional days is final.

Subd. 5. Wellness Payment: Employees using 5 days or less of sick leave may, at the end of the school year for school year employees and at the end of the fiscal year for 12 month employees, request to sell back those days at their daily rate, not to exceed \$110.00 daily. Days sold back will be deducted from the employee's accumulated sick leave as specified in Article IV, Sec. 1, Subd. 2. The wellness payment will be prorated for part time employees.

Section 2. Personal Leave:

Subd. 1. The employee shall be granted two days of paid personal leave yearly and one day of unpaid leave.

Subd. 2. Personal day requests must be made at least 3 days in advance, except in case of an emergency.

Section 3. Family Illness Leave/Bereavement Leave:

Subd. 1. Five days per year, non-accumulative, shall be available to each employee for a combination of family illness leave and bereavement leave. Family illness leave may be used because of the serious illness of an employee's spouse, parent or adult child, or the illness of a minor child. Bereavement leave may be used because of the death of an employee's spouse, child, sibling, spouse's parent, parent, or others who may have a particularly close relationship to the employee.

Subd. 2. An employee shall provide as much prior notice of intent to use family illness leave or bereavement leave, as possible.

Subd. 3. Additional days of family illness leave or bereavement leave may be granted at the discretion of the superintendent. These additional days will be deducted from the employee's accumulated sick leave bank, or if the bank is exhausted, granted with no pay.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time, which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick-leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, and who elects to receive sick-leave pay pursuant to this policy, he/she will receive a deduction from his/her pay in an amount equal to the Worker's Compensation check.

Section 5. General Leave:

Subd. 1. An employee in the School District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. The employee shall not accrue seniority or experience credit for the period of this leave.

Subd. 3. Applications for general leave shall be submitted in writing to the School District as soon as possible.

Section 6. Administration of Leaves:

When the school district has reason to believe that a pattern of conduct suggests that any leaves are being abused, investigation may be necessary for the benefit of all concerned. As part of such investigation, the district may prospectively require a doctor-signed certificate of any employee claiming sick leave.

ARTICLE VI
HOLIDAYS & VACATIONS

Section 1. Holidays:

Subd. 1. 12-month employees: There will be 13 paid holidays for 5 day, 52 week employees.

Subd. 2. Eligible holidays are: New Year's Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Day after Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and two floating holiday's approved by the superintendent.

Subd. 3. Should it be necessary for the school to hold school on any of the designated holidays, another day will be substituted by the district.

Section 2. Vacation:

Subd. 1. All vacation days must be approved in advance by the superintendent. The decision of the superintendent is final.

Subd. 2. Vacation earned in one fiscal year, must be used within 6 months of the year earned, or it will be forfeited.

Subd. 3. Vacation Schedule: 12-month employees will be eligible for 25 vacation days annually.

Subd. 4 Anniversary: July 1 will be the anniversary date by which an employee's days of vacation shall be computed, based upon hire date.

Subd 5. Any employee using their vacation during the year, but who terminates their employment prior to completion of their contracted hours will have their used, but unearned vacation deducted from their final paycheck.

ARTICLE VII
DEFERRED COMPENSATION & SEVERANCE

Section 1. Deferred Compensation:

Subd. 1. Matched deferred compensation is available beginning the second (2nd) year of employment in the District.

Subd. 2. Employees must use the deferred compensation election during the election period or lose it. The District shall pay its share of FICA taxes on the matching amount. The District shall match employee contributions as follows:

1 year of service in district 717	No Match
2-5 years of service in district 717	\$1,500
6-10 years and after in District 717	\$3,000
11-20 years and after in District 717	\$5,000

Subd. 3. District cap: \$60,000

Subd. 4. All deferred compensation costs to the district during the period of this contract shall be costed in to the settlement package in the subsequent agreement between the parties.

Subd. 5. After ten years of service with the district, the employee will be eligible for up to \$5,000 in payment for unused sick leave. This will be paid at a rate of \$5.00 per hour for each unused hour. After 15 years of service the employee will be eligible for up to \$7,500 in payment at the rate of \$7.50 per hour. After 20 years of service the employee will be eligible for up to \$10,000 in payment at the rate of \$10.00 per hour.

ARTICLE VIII
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse, insofar as suspension, discharge or other discipline is concerned. The district may extend the probationary period up to an additional six (6) months with notification to the employee.

Section 2. Completion of Probationary Period:

An employee who has completed the probationary period may be disciplined or discharged only for cause. The termination of an employee will normally follow the progressive discipline steps of:

1. Formal verbal warning
2. Written warning
3. Suspension without pay
4. Termination

This contract is effective July 1, 2023-June 30, 2026, subject to re-opening of negotiations to address provisions of the ACA.

Deb Pauly, Board Chair Date

Jenny Kusske, Board Clerk Date

ADDENDUM TO UNAFFILIATED DIRECTOR'S TERMS AND CONDITIONS

Position	Days/Year	2023-2024	Technology Allowance
Activities Director	260	\$89,000	\$1,000
Community Education Director	260	\$98,074	\$1,000
Early Learning Services Director	215	\$92,309	\$1,000
Facilities Director	260	\$86,700	\$1,000
Finance Director	260	\$96,549	\$1,000
Nutrition Services Director	220	\$64,200	\$1,000
Communications Director	260	\$68,480	\$1,000
Special Services Director	260	\$124,913	\$1,000
Teaching and Learning Director	260	\$106,067	\$1,000
Technology Director	260	\$94,209	\$1,500

Position	Days/Year	2024-2025	Technology Allowance
Activities Director	260	\$91,670	\$1,000
Community Education Director	260	\$101,016	\$1,000
Early Learning Services Director	250	\$95,078	\$1,000
Facilities Director	260	\$89,301	\$1,000
Finance Director	260	\$100,411	\$1,000
Nutrition Services Director	250	\$68,694	\$1,000
Communications Director	250	\$73,273	\$1,000
Special Services Director	260	\$127,411	\$1,000
Teaching and Learning Director	250	\$109,249	\$1,000
Technology Director	260	\$97,035	\$1,500

Position	Days/Year	2025-2026	Technology Allowance
Activities Director	260	\$93,503	\$1,000
Community Education Director	260	\$103,037	\$1,000
Early Learning Services Director	250	\$96,980	\$1,000
Facilities Director	260	\$91,087	\$1,000
Finance Director	260	\$102,419	\$1,000
Nutrition Services Director	250	\$70,067	\$1,000
Communications Director	250	\$74,739	\$1,000
Special Services Director	260	\$128,685	\$1,000
Teaching and Learning Director	250	\$111,434	\$1,000
Technology Director	260	\$98,976	\$1,500