Independent School District No. 318
Anishinaabe Gikinoo'amaadiwin Advocate Group
Employment Agreement

The School Board of Independent School District No. 318, Grand Rapids, Minnesota ("School District") enters into this agreement ("Contract") with **the Anishinaabe Gikinoo'amaadiwin Advocate Group,** also known as American Indian Education **(**"Advocate(s)"), who agree to perform the duties of **Student or Cultural Advocate.**

Article I
Contract Term, Expiration, Termination, and Definitions

Section 1. Duration

This Contract shall be for the period commencing on **July 1, 2025** and ending on **June 30, 2027.** It shall remain in full force and effect unless modified by mutual consent of the School Board and the **Advocates,** or unless terminated as provided in this Contract.

Section 2. Expiration

This Contract will automatically expire and terminate at the end of its term on **June 30, 2027**, and the **Advocates** employment shall cease, unless a subsequent contract is approved by the School Board and signed by both parties. At the conclusion of the term of this Contract, neither party shall have any further claim against the other.

Section 3. Termination During the Term of the Contract

The **Advocates** in this contract are in an "at-will" position, and nothing in the School District's policies, handbooks, actions or employment contracts governing other employees shall be construed to alter the at-will nature of these positions. The **Advocates** understand that the ISD 318 School District may terminate his or her employment at any time for any reason or for no reason, provided the reason is not in violation of state or federal law. The **Advocate** position does not require a license from the Minnesota Department of Education or applicable state or federal law; therefore, Minnesota Statutes §122A.40 does not apply to this Contract.

Section 4. Definitions

American Indian Parent Advisory Committee (AIPAC): A state mandated committee made of parents, students, staff, and community members.

Program Administration: Refers to the Anishinaabe Gikinoo'amaadiwin coordinator and director employed by Independent School District 318.

Article II
Duty Year, Rate of Pay, Work Assignment, Evaluation, Seniority & Flex Schedule

Section 1. Duty Year

The Duty Year for the **Advocates** shall be for the **student calendar days** plus two staff workshop days**.** Schedules will be determined by the Director and will be communicated to employees upon hire and in the event of a change. Additional workshop days may be worked with prior approval of the director. The Employee's normal work year shall run July 1 through June 30. The Employer shall direct how, when, and in what manner the Employee's duty day, duty month, and duty year shall be structured. Any additional time worked beyond the contracted day will be paid once a claim is submitted based on the payroll calendar, or through the flex procedure below.

Section 2. Rate of Pay

The **Advocates** shall be paid based on the below hourly rate of pay. Advocates new to the district without relevant experience will begin at Step 1. Advocates new to the district who have relevant experience, as determined by the director and human resources with consultation from the coordinator and AIPAC, will begin at Step 2. Each year, Advocates will move up one step provided they were certified to work prior to February 1 of the preceding year. Advocates who separate from employment and are rehired will be allowed all previous experience toward step placement.

Step	Hourly Rate 2025/2026	Hourly Rate 2026/2027
1	$18.54	$18.96
2	$20.60	$21.06
3	$21.63	$22.12
4	$22.66	$23.17

Those employees who prove proficiency in Cultural Knowledge will receive an additional $0.50 per hour over the base pay listed. Successfully passing the cultural knowledge evaluation will be determined by an interview panel including internal and external stakeholders.

Those employees who have a diploma or certificate in a program related to their position will receive an additional $0.50 per hour over the base pay listed. Those employees who have an associate degree (or higher), 60 or more college credits, or Tribal Eminence on file with the district will receive an additional $1.00 per hour over the base pay listed.

Section 3. Longevity:

Longevity pay will be paid to employees that have completed four (4) or more consecutive years of service with the district according to the table below. A year of service is any year in which the employee was certified to begin work prior to February 1 and completed the fiscal year.

Year	Amount
5	$0.40
7	$0.60
9	$0.80
11	$1.00
13	$1.20
15	$1.40
17	$1.60
19	$1.80
21+	$2.00

Section 4. Pay Schedule

Pay will be provided following the end of the pay period in which it is worked, per the payroll calendar that will be released in June of each year. Pay will cease upon termination of employment.

Section 5. Work Assignment

The **Advocates** shall report **to the Program Director.** The **Advocates** will perform the duties as described in the job description, as well as other duties as assigned.

Section 6. Work Evaluation:

The Director or designee will evaluate the performance of the **Advocates** on an annual basis. The evaluation may include a review of the **Advocates** performance of job description tasks, as well as yearly goals and results achieved. Annual goals should take into consideration grand funding guidelines. For the first year of employment, the evaluation will be completed within ninety (90) days of hire. The Director or designee may establish a schedule of reviews or evaluations that is more regular if they choose. Advocates may request an additional evaluation each year.

Section 7. Seniority:

In the event the district has a need to reduce positions due to lack of funds, or other reasons, the district will do so based on seniority. Seniority will be established based on the date the employee was first certified as an Advocate. This provision does not remove the district's ability to reduce someone more senior if the least senior individual is the only one with the qualifications to perform the position assigned.

The Advocates and District agree to work on the seniority criteria through a sub-committee with a desire to create a rubric style seniority point system. This work will be completed throughout the 25/26 fiscal year, and the District and Advocates will move the revision forward through an MOU when both sides are agreeable.

Section 8. Flexible Schedule:

Reason: The **Advocates** have unique positions that require program related duties outside of the contract hours. Events and weekly activities such as family nights, culture camp, and program

tasks that require participation outside of the scheduled contract hours necessitate the desire to offer a flexible schedule.

Earning Flex Time: Any additional work beyond contracted hours will need to be pre-approved by the Director. The time may then be compensated via the electronic timekeeping system, or through a flexible schedule agreement. When additional time is worked and the employee has worked 40 or less hours in that week, the hours can be banked at one hour of flex time per each hour worked beyond the contract time. If additional time is worked beyond the duty day, and beyond 40 hours in the week, the hours beyond 40 can be banked at one- and one-half hour flexed per hour worked.

Using Flex Time: Flex time in an employee's bank may be used for time off during times that students and meetings or trainings are not impacted. The employee will seek pre-approval for usage. Once approved, the appropriate absence will be entered in the absence management system.

Bank Rules: No more than 24 hours per employee may be banked at any given time. All flex time accrual and usage must be logged in the electronic timekeeping system that is approved by the Program Administration, or other District created method.

Flex Year: All flex time accrued must be used by the end of the contract year. The flex year will run 7/1 through 6/30. Any unused hours will need to be submitted for payment on a claim form. Upon separation, unused time should be submitted on a claim form for payment.

Article III
Insurance

Section 1. Health Insurance

The School District shall offer the **Advocates** health insurance, as provided under the School District's group plan. If the **Advocates** qualify for and is enrolled in the School District's group health insurance plan, the School District shall contribute **100% of the monthly single premium** to the cost of the monthly premiums. The employee may elect either single or family coverage but will not receive more than the cost of the single plan paid by the district. Employees who work less than 6 hours per day (30 hours per week), or work less than a full year, will have their district premiums prorated based on 6 hours per day per contracted day (student days).

The health insurance plan is a high-deductible health plan with a Health Savings Account (HSA). The single plan will have the minimum required deductible to offer an embedded deductible plan, currently 3,300 per year for 25/26 and 3,400 for 26/27. The family deductible will be double the single deductible, currently 6,600 per year for 25/26 and 6,800 for 26/27. A HSA will be included in the plan. The district will contribute 50% of the single deductible into an HSA for each active single or family plan. HSA contributions will be prorated for partial years of service, partial years on the plan, or movement mid-year between single or family plans. Proration will be calculated by taking the annual contribution and dividing by 12 months in the year. The employee will receive that calculated monthly amount for each month they are enrolled in the plan, at the level they are enrolled in (single or family).

The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

In the event the district decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the district will contribute the full years HSA contribution for the partial year.

In the event the employee notifies the district they are not eligible for a HSA, no money will be paid into an HSA for the employee, and no additional benefits will be made in lieu of the HSA contributions.

Section 2. Life Insurance

A life insurance plan is available to full time employees. The cost of the $20,000 policy for the **Advocates** is to be paid by the school district. Additional insurance may be purchased by the employee per the life insurance policy rules. Life insurance amounts will follow the parameters set in the life insurance policy, i.e. working past the age of 70 may see a reduction in the life insurance value. Life insurance terminates upon cessation of employment with the district.

Article IV
Sick Leave, Personal Leave, Bereavement Leave

Section 1. Earned Sick and Safe Leave (Sick)

A. The **Advocates** shall accrue 9 days of sick leave per full contract year. Proration will be made for mid-year hires and terminations. Proration will be calculated based on the percentage of the contract year worked. Such leave will be credited on the first day of the school year. Advocates may use sick leave for the family members and usage reasons indicated in Minnesota's Earned Sick and Safe Time Law (MN Statutes 181.9445-181.9448).

B. The **Advocates** may accrue up to a maximum of **150 days** of sick leave during the term of this Contract. The **Advocates** shall not be paid for any unused, accrued sick leave upon separation from employment with the School District.

C. If, upon separation of employment from the School District, an **Advocate** has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the **Advocates** final paycheck; and by signature to this Contract, the **Employee** agrees**.**

D. The **Advocates** shall comply with all School District policies and procedures regarding the use of sick leave, and she may be required to submit a certification from a physician and/or health care provider if a sick leave absence of twenty-four (24) or more consecutive hours occurs.

Section 2. Personal Leave

A. The **Advocates** shall accrue 4 **days** of personal leave each contract year, and such accrual shall be calculated and credited on the first day of the school year. Part-time employees will receive a prorated amount of personal leave based on their percentage of full-time.

B. The **Advocates** may accumulate up to a maximum of 8 days of personal leave, and any accrued leave beyond 8 days will be added to the employee's sick leave bank.

C. The **Advocates** shall not be paid for unused personal leave upon separation from employment with the school.

D. The **Advocates** shall comply with all School District policies and procedures regarding use of personal leave.

Section 3. Bereavement Leave:

Subd. 1. Bereavement leave is allowed for the employee's relatives as follows: spouse, child, spouse's child, brother, sister, mother, father, grandfather, grandmother, spouse's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law.

Subd. 2. The amount of time for leave is determined by the ISD 318 Superintendent's office according to each individual case depending upon the distance and related factors.

Subd. 3. Requests for bereavement leave for other than those mentioned above will be considered on the merits of each individual case.

Article V
Miscellaneous Provisions

Section 1. Professional Development

The **Advocates** shall submit requests for professional leave hours and reimbursement for associated expenses to **Director** in advance. The **Director** will determine whether such requests will be approved based on whether the activities serve the best interest of the School District and the financial situation of the School District.

Section 2. Mileage Expenses

The **Advocates** shall be reimbursed for business use of his private automobile at rates established pursuant to the Internal Revenue Code. The **Advocates** must submit reports for such expense reimbursement according to School District policies and procedures.

Article VI
Complete Agreement and Modification

This Contract contains all the terms of employment agreed upon by the School District and the **Advocates**. There are no other written or oral agreements, except as set forth herein. This Contract may not be modified except by written agreement of the parties. If any provision of this Contract is held invalid, it shall not affect any other provisions of this Contract.

Independent School District No. 318

Date: _____ By_____
Its Chair

Date: _____ By_____
Its Clerk

Date:_____ _____(Employee)

MEMORANDUM OF UNDERSTANDING

SICK LEAVE DONATION PROGRAM
2025–2027

Memorandum of Agreement

This Memorandum of Understanding is entered into by and between Independent School District No. 318 (hereinafter referred to as the "School District") and the Indian Education Advocate Group (hereinafter referred to as the "Exclusive Representative").

WHEREAS, the School District and the Exclusive Representative are parties to a collective bargaining agreement (hereinafter referred to as the "CBA") for the time period from July 1, 2025 to June 30, 2027; and

WHEREAS, the parties recognize the need to establish a process for voluntary sick leave donations from bargaining unit members to other members who experience a qualifying medical need; and

WHEREAS, the CBA does not currently contain language that allows for such sick leave donations; and

WHEREAS, representatives of the School District and the Exclusive Representative met to discuss the implementation of a Sick Leave Donation Program for the duration of the current contract;

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of Sick Leave Donation Program
The School District and the Exclusive Representative agree to the terms of the Sick Leave Donation Program outlined below. This language is supplemental to the existing contract and applies only to members of the Indian Education Advocate Group bargaining unit.

2. Terms of this Memorandum of Understanding; Modification
This Memorandum of Understanding shall commence on the date the parties fully execute it and shall remain in effect until June 30, 2027. This Memorandum of Understanding may be modified by mutual written agreement of the parties.

3. No Past Practice
By entering into this Memorandum of Understanding, the parties acknowledge and agree that the actions taken by the School District and the actions taken by the Exclusive Representative in this Memorandum of Understanding shall not constitute, nor be interpreted as, a past practice.

4. No Reopening of Negotiations
This Memorandum of Understanding does not constitute a reopening of the CBA or negotiations.

New Language: Sick Leave Donation Program

I. Purpose

The purpose of the Sick Leave Donation Program is to provide additional sick leave to eligible members of the Indian Education Advocate Group bargaining unit who have exhausted their own paid leave and have a verified medical need requiring additional time off work.

II. Eligibility to Receive Donated Sick Leave

A. The employee must be a member of the Indian Education Advocate Group bargaining unit.
B. The employee must have exhausted all accrued sick leave, personal leave, and flex/comp time.
C. The employee must have a medical need requiring additional time off, supported by medical documentation, if requested.
D. Sick leave donations **shall not** be granted to employees who are receiving or are receiving Minnesota Paid Leave for the condition in question. Donated sick leave may not be used concurrently with Minnesota Paid Leave.
E. All requests must follow the procedures outlined in Section IV.

III. Donation of Sick Leave

A. Only members of the Indian Education Advocate Group bargaining unit may donate sick leave.
B. Donations must be voluntary.
C. A member may donate up to forty (40) hours of accrued sick leave per fiscal year unless otherwise mutually agreed by the parties.
D. Donated sick leave will be transferred from the donor's sick leave balance to the recipient's balance only as the hours are needed.
E. Donated hours are irrevocable.

IV. Request and Approval Process

A. Employees seeking donated sick leave must submit a written request to human resources, including:

1. A statement verifying the medical need and necessity of leave.
2. The date their own paid leave will be fully exhausted.
3. The estimated amount of additional leave needed.

B. Human Resources will review the request for approval, and if approved will let members know of the need for donations.
C. Members who wish to donate will complete a donation request form and forward it to Payroll.
D. Donations will be applied in the order received.
E. The School District will maintain administrative control over donation transfers and leave accounting.

V. Maximum Use of Donated Sick Leave

A. Donated sick leave may be used only for the illness or injury for which the request was approved.
B. The School District reserves the right to request updated medical certification.
C. Employees may not exceed **160 hours** of donated sick leave for any single medical condition unless otherwise mutually agreed by the parties.

VI. Appeals
Any questions, concerns, or appeals regarding the Sick Leave Donation Program shall be reviewed by the Superintendent. Final decisions regarding eligibility or administration remain with the School District.

VII. Expiration
This Sick Leave Donation Program will **expire on June 30, 2027**, at the conclusion of the current CBA, unless renewed or modified by mutual agreement.

Signatures
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

For the District:	For the Union
_____	_____
_____	_____
Date: _____	Date: _____