

**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, and Termination**

Section 1. Duration

This Contract shall be for the period commencing on **July 1, 2023** and ending on **June 30, 2025**. It shall remain in full force and effect unless modified by mutual consent of the School Board and the **Advocate**, 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, 2025**, 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.

**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 **171-day student calendar**. Schedules will be determined by the Director and will be communicated to employees upon hire and in the event of a change. 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 will begin at Step 1. Each year, Advocates will move up one step provided they were certified to work prior to February 1 of the preceding year.

Step	Hourly Rate 2023/2024	Hourly Rate 2024/2025
1	\$18.00	\$18.36
2	\$20.00	\$20.40
3	\$21.00	\$21.42
4	\$22.00	\$22.44

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 an associate degree (or higher), 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

For the 2023/2024 fiscal year, pay shall be paid in equal direct deposit installments during the contract year. Either 20 or 24 equal installments may be elected. Pay will cease upon termination of employment.

Beginning in 2024/2025, 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 improvement goals and results achieved. 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.

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.

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 a claim form, 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 spreadsheet that is provided 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, or work less than a full-year, will have their district premiums prorated based on 6 hours per day per contracted day (171 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 3,000 per year. The family deductible will be double the single deductible, currently 6,000 per year. 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.

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.

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. Sick Leave

- A. The **Advocates** shall accrue 7 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. Pursuant to Minn. Stat. § 181.9413, the **Advocates** may use sick leave due to illness or injury of the **employee**, his child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent. Note: If there is a change to this statute which eliminates adult child, grandparent or stepparent this contract will immediately reflect such change.
- 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 **5 days** of personal leave each contract year, and such accrual shall be calculated and credited on the first day of the school year.
- 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.

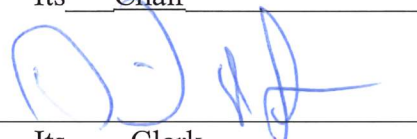
**Article VI
Complete Agreement and Modification**

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.


Date: 3/11/24

Independent School District No. 318
By 
Its Chair

Date: 3/11/24

By 
Its Clerk

Date: 03.11.2024

 (Employee)