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BOARD OF EDUCATION
Special Meeting - June 24, 2024 - 5:00 PM
Creekside
16000 41st Ave N.
Plymouth, MN 55446

AGENDA

1.	CALL TO ORDER/ROLL CALL	2
2.	APPROVAL OF AGENDA ITEMS	3
3.	ADMINISTRATIVE REPORTS AND RECOMMENDATIONS	
	A. Finance and Operations	
	1. FY 2024-25 Budget Approval	4
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	B. Human Resources	
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In case of inclement weather, the meeting will be held on the next business day at the same time and same place, unless a quorum of the board is not available.



Board of Education
Regular Meeting – June 24, 2024

AGENDA SECTION: Call to Order

ITEM: Roll Call Attendance

COMMENTS BY: Milind Sohoni, Board Chair

	PRESENT	ABSENT
Heidi Kader	_____	_____
Sheila Prior	_____	_____
Sarah Johansen	_____	_____
Paras Bhende	_____	_____
Valentina Eyres	_____	_____
Dan Ginestra	_____	_____
Milind Sohoni	_____	_____
Chace Anderson, ex-officio	_____	_____



Board of Education
Regular Meeting – June 24, 2024

AGENDA SECTION: Approval of Agenda Items

ITEM: Approval of Agenda Items

COMMENTS BY: Milind Sohoni, Board Chair

Recommended Action: Approve the full agenda as presented.

Motion by: _____

Passed: _____

Second by: _____

Failed: _____

Abstentions: _____



BOARD OF EDUCATION
Special Meeting – June 24, 2024

AGENDA SECTION: Finance and Operations Recommendations

ITEM: Fiscal Year 2024-25 Budget Approval

COMMENTS BY: Scott LeSage, Executive Director, Finance and Operations

Fiscal Year 2024-25 Preliminary Budget

The District administration recommends the following revenue and expenditure budget, by fund, for the 2024-25 fiscal year:

2024-25 Preliminary Budgets (All Funds)			
	2023-24 Revised Budget	Change	2024-25 Preliminary Budget
Revenue			
General Fund (Fund 01)	\$210,685,891	\$6,728,272	\$217,414,163
Wayzata Cafes (Fund 02)	\$9,652,565	\$6,767	\$9,659,332
Community Ed (Fund 04)	\$13,868,278	\$1,294,094	\$15,162,372
Construction (Fund 06)	\$291,000	\$0	\$291,000
Debt Service (Fund 07)	\$15,977,503	\$1,763,851	\$17,741,354
Total Revenues	\$250,475,237	\$9,792,984	\$260,268,221
Expenditures			
General Fund (Fund 01)	\$208,482,118	\$11,795,582	\$220,277,700
Wayzata Cafes (Fund 02)	\$9,165,558	\$411,352	\$9,576,910
Community Ed (Fund 04)	\$13,527,609	\$1,515,956	\$15,043,565
Construction (Fund 06)	\$4,193,482	\$306,518	\$4,500,000
Debt Service (Fund 07)	\$16,530,175	\$981,225	\$17,511,400
Total Expenditures	\$251,898,942	\$15,010,633	\$266,909,575

Recommended Action: Approve the budget for the 2024-25 fiscal year.

Motion by: _____ **ROLL CALL** **Passed:** _____

Second by: _____ **Failed:** _____

Abstentions: _____ **4** _____



BOARD OF EDUCATION
Regular Meeting – June 24, 2024

AGENDA SECTION: Administrative Reports and Recommendations

ITEM: Finance and Operations Services

COMMENTS BY: Scott LeSage, Executive Director, Finance and Operations

Certifying the 2024 Population Estimate

Pursuant to Minnesota Statutes § 275.14, a school district may submit an update of its resident population estimate to the State Demographer for approval. The population estimate update must be adopted by board resolution by July 1 and submitted to the State Demographer no later than July 15. If approved by the State Demographer, the District's population estimate will be used to calculate its community education revenue.

Recommended Action: Approve the population estimate of 74,015 as of June 2024.

Motion by: _____ **ROLL CALL** **Passed:** _____

Second by: _____ **Failed:** _____

Abstentions: _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – June 24, 2024

RESOLUTION

CERTIFICATION OF THE POPULATION ESTIMATE FOR THE
2024 PAYABLE 2025 LEVY OF WAYZATA ISD#284

WHEREAS, the Wayzata School District has experienced an increase in population from the 2020 census figure of 73,197 to the current census figure of 74,015 as determined by the State Demographer.

NOW BE IT RESOLVED, by the School Board of Independent School District #284 that the census figure of 74,015 be certified to the State Demographer for approval of use in the 2024 payable 2025 revenue calculations

This is to certify that, at a meeting of the Board of Education of Independent School District 284 duly called and held on June 24, 2024, the above Resolution was adopted.

Milind Sohoni, Chair

Sheila Prior, Clerk

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Special Meeting - June 24, 2024

AGENDA SECTION: Custodial Contract 2024-2027

ITEM: Human Resource Services

COMMENTS BY: Ms. Vos

1) Board Action on the Contract with Wayzata Custodial Personnel for Fiscal Years 2024-2027.

The School Board’s Bargaining Team and the Wayzata Custodian representatives reached a tentative contract agreement on May 28, 2024. Subsequently, the Wayzata Custodian, SEIU Local 284 voted on June 20, 2024 to ratify the contract.

Attached is the summary of the proposed three-year contract. The Custodians came to the bargaining table ready to collaboratively work with the district to create and improve upon their current contract. Improving the beginning hourly rate was really important to both the Union and the District as we want to ensure that we remain competitive in the recruitment of new employees. We continued our work in compressing the salary schedule and ensuring competitive wages for not only our new employees but also our dedicated employees remaining in the district for over twenty years. Improvements were made on factored positions; increases were added to 403(b) contributions and overall language was improved and cleaned up to promote clarity.

A huge thank you to the Custodian Bargaining Unit as they continue to provide excellent support of our buildings and grounds in a variety of ways. We are lucky to have this group of employees to keep our District looking good and well maintained. We appreciate each and every one of you.

The negotiations team members were: Ron Rogers, Gary Colacino, Tyler Davis, Anthony Kupka, Danny Sable, Alex Stark, and Shelly Johnson. For the district, Milind Sohoni represented the School Board, Jon Deutsch, Jimmy Mickle, and Stacie Vos.

2) RECOMMENDED ACTION: Approve the contract with the SEIU Local 284 Custodian Bargaining Unit for the period of July 1, 2024 through June 30 of 2027 as agreed upon by the bargaining teams and ratified by the SEIU Local 284 Custodian Bargaining Unit.

Motion by: _____ ROLL CALL Passed. _____

Second by: _____ Failed _____

Abstentions: _____

Custodian Contract Changes

2024-2027

Board Approval

June 24, 2024

Section 2.2 • Dues Check-Off

The Employer agrees to deduct dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off. ~~on a form acceptable to the Employer and the Union. The Employer agrees to honor and implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee.~~ Such dues shall be remitted to the Union monthly.

The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more days after the dues check-off authorization form is filed with the payroll officer. An individual employee may revoke the dues authorization in accordance with the terms of the dues check-off authorization executed by the employee. Individual employees who have authorized such dues check-off waive all rights and claim for such monies and relieve the Employer and all its officers and agents from any liability thereafter.

Section 2.4 • Union Information

The Employer shall inform the union steward(s) of all new hires. Within ten (10) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the Union may request and the District shall make available to the Union a complete bargaining unit list of employees including this same information.

Section 2.5 Union Orientation

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Section 4.1 • Wage Rates

The following wage rates shall be applicable to employees covered by this agreement during the 2021-2024 contract years.

~~2021-2022~~ 2024-2025 - New Salary Schedule (1.5% increase)

Full Time

Step 1 ~~\$17.68~~ \$20.00 (Step one is the 2023-2024 step three plus .40)

Step 2 -3 ~~\$18.36~~ \$21.57 (Step 2-3 is the 2023-2024 step four plus 1.5%)

Step 3 ~~4~~ \$19.12 \$22.89 (Current Step 4 by subtracting new Step 5 from new Step 3 and dividing it by 2 and then adding that to Step 3 to get ('District Proposal \$22.89)

Step 4 ~~5-6~~ ~~\$20.73~~ \$24.22

Steps ~~5-6~~ ~~7-10~~ ~~\$23.28~~ \$26.85

Steps ~~7-10~~ ~~11-15~~ ~~\$25.80~~ \$27.11

Steps ~~11-15~~ ~~16-19~~ ~~\$26.05~~ \$27.37

Steps ~~20+~~ ~~\$26.31~~ \$29.28 (Added \$1.00 an hour plus 1.5%)

~~Steps 20+ \$27.17~~

Part Time Custodians ~~\$17.68~~ \$20.00

2022-2023	2025-2026 - 1.5% Increase
Full Time	Full Time
Step 1 \$17.90	Step 1 \$20.30
Step 2 \$18.59	Step 2-3 \$21.89
Step 3 \$19.36	Step 4 \$23.24
Step 4 \$20.99	Step 5-6 \$24.58
Steps 5 - 6 \$23.57	Step 7-10 \$27.25
Steps 7 - 10 \$26.12	Step 11-15 \$27.52
Steps 11 - 15 \$26.38	Step 16-19 \$27.79
Steps 16 - 19 \$26.64	Step 20+ \$29.72
Steps 20+ \$27.51	
Part Time Custodians \$17.90 <u>\$20.30</u>	

2023-2024	2026-2027 - 2% Increase
Full Time	Full Time
Step 1 \$18.12	Step 1 \$20.71
Step 2 \$18.82	Step 2-3 \$22.33
Step 3 \$19.60	Step 4 \$23.70
Step 4 \$21.25	Step 5-6 \$25.07
Steps 5 - 6 \$23.86	Step 7-10 \$27.79
Steps 7 - 10 \$26.45	Step 11-15 \$28.07
Steps 11 - 15 \$26.71	Step 16-19 \$27.79
Steps 16 - 19 \$26.97	Step 20+ \$30.32
Steps 20+ \$27.85	
Part Time Custodians \$18.12 <u>\$20.71</u>	

Steps	2023-24	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
1	\$ 18.12	20.00	20.30	20.71
2	\$ 18.82	21.57	21.89	22.33
3	\$ 19.60	21.57	21.89	22.33
4	\$ 21.25	22.89	23.23	23.70
5-6	\$ 23.86	24.22	24.58	25.07
7-10	\$ 26.45	26.85	27.25	27.80
11-15	\$ 26.71	27.11	27.52	28.07
16-19	\$ 26.97	27.37	27.78	28.34
20+	\$ 27.85	29.28	29.72	30.32
Part Time	\$ 18.12	20.00	20.30	20.71

The HVAC position will negotiate a market fair hourly rate upon hire and will then receive the annual salary increase negotiated each contract.

Section 4.6 • Designated Factored Positions

Designated Factored Positions will receive the monthly wages produced by multiplying the factor indicated below by the individual's wage range specified in Section 4.1. Plus \$.10 per hour added to each factored position.

Position	2024-2025 Factor	2025-2026 (+.015)	2026-2027 (+.018)
Grounds Foreman	1.215	1.230	1.248
Maintenance Technician I	1.210	1.225	1.243
Senior High Head Custodian	1.190	1.205	1.223
Maintenance Technician – District	1.190	1.205	1.223
CMS Head Custodian	1.175	1.190	1.208
Maintenance Technician – Building	1.175	1.190	1.208
Warehouse Technician	1.175	1.190	1.208
EMS, WMS & OW Head Custodian	1.150	1.165	1.183
Elementary Head Custodian	1.125	1.140	1.153
Senior High Night Lead Custodian	1.100	1.115	1.133
CMS Night Lead Custodian	1.100	1.115	1.133
Grounds Technician	1.100	1.115	1.133
Building Maintenance- EMS, WMS, CMS, WHS	1.100	1.115	1.133
Ice Arena/Grounds Technician	1.100	1.115	1.133
Senior High Night Maintenance	1.085	1.100	1.118
Truck Driver	1.085	1.100	1.118
EMS & WMS Night Lead Custodian	1.075	1.090	1.108
WHS 3rd Shift Lead Custodian	1.075	1.090	1.108
Elementary Night Lead	1.065	1.080	1.098
WHS, CMS & BV OW Day Custodian	1.050	1.065	1.083

Section 4.9 • Part-time Custodians

During the duration of this contract, ~~(2021-2024)~~, the staffing of part-time custodians shall not exceed six employees. This number does not include summer or seasonal employees or substitute custodians.

Section 4.10 - License Incentive Program

For the purpose of this section, the following positions are eligible to receive the following incentives:

Allowed

- Grounds Foreman CDL, Boiler License, UME 3
- Grounds Technician/Arena CDL, Boiler License, UME Forklift 3
- WHS, CMS Head Custodian Boiler License, UME 2
- WHS, CMS Night Lead Boiler License, UME 2
- WHS, CMS Building Maintenance Boiler License, UME 2
- EMS, WMS Head Custodian Boiler License, CPO, UME 3
- EMS, WMS Night Lead Boiler License, CPO, UME 3
- EMS, WMS Building Maintenance Boiler License, CPO, UME 3
- Building Maintenance District CDL, Boiler License, UME 3
- Maintenance Technician/Tech 1 – District Boiler License, UME, Refrigeration 3

	2023-2024	2024-2027
Chief C	\$ <u>.35</u>	<u>\$.50</u>
First Class	\$ <u>.30</u>	<u>\$.40</u>
Second Class	\$ <u>.25</u>	<u>\$.30</u>
Special Engineers	\$ <u>.10</u>	<u>\$.20</u>
CPO	\$ <u>.50</u>	<u>\$.50</u>
CDL	\$ <u>.35</u>	11 <u>\$.50</u>

Trade School Diploma (Carpentry/HVAC)	\$.35	\$.35
Refrigerant License	\$.35	\$.35
Maintenance Electrician License	\$.35	\$.35
Contractors License	\$.35	\$.35
Unlicensed Maintenance Electrician (UME)	\$.20	\$.30
Forklift Operators License	\$.20	\$.20

Section 5.4 Four Day Work Week

Those working four-day weeks will work ten (10) hour days except during the week including Juneteenth and the Fourth of July holiday. During the week which includes Juneteenth and the Fourth of July holiday, they will work four (4) eight (8) hour days. All buildings must have at least one (1) employee on duty on each regular work day. Employees on four-day weeks who take vacation or sick leave will be charged with 1 1/4 days for each day of absence. Floating holidays must be used in 8-hour increments.

Section 6.1 Vacations

Full-time twelve-month employees shall accrue one (1) day of vacation per month of employment to an annual maximum of ten (10) days. In the first year of employment an employee’s vacation shall be prorated from their date of hire through June 30. During the first 9 months of employment, the employee must work prior to the fifteenth (15th) day for these months to be used in computation of vacation time. For vacation accrual, an employee will be given a full year’s credit if the employee is hired before January 1 of the fiscal year. Employees hired January 1 or later will not be given credit for that year. Additional vacation time is accrued based on consecutive years of service as a full-time employee. Employees must complete the actual number of consecutive years of service to advance on the vacation schedule as outlined below regardless of the employee’s pay rate step.

After three full months of service, new employees may utilize up to three vacation days for use in the first year of employment. These days will be deducted from their year one accumulated vacation.

Employees working 8-hour shifts may, at the discretion of the Head Custodian and Director of Buildings & Grounds Facilities and Transportation or designee, use their accumulated vacation time during non-school days each Friday or Monday, but not both, through the summer break as long as it does not create a hardship for the building or fellow employees. This schedule may start on the Monday at least one week following the teachers last work day and end at least one week prior to the teachers return to work.

Section 6.2 - Holidays

There shall be ~~eleven (11)~~ twelve (12) holidays for twelve-month employees. ~~Ten (10)~~ Eleven (11) holidays will be set by the Employer each year, and will be consistent with the employer’s annual school calendar. If the calendar is modified, the Employer will meet with the bargaining unit stewards to communicate the decision and will attempt to accommodate employee’s prior commitments.

Section 7.5 - Dental Insurance

~~Effective July 1, 2021, the Employer will contribute up to \$55.70 an amount equivalent to the monthly cost of single coverage for each eligible custodian who is enrolled in the District dental insurance plan per month toward the premium for each eligible employee. Effective July 1, 2022 the Employer will contribute up to \$55.70 per month toward the premium for each eligible employee. Effective July 1, 2023 the Employer will contribute up to \$55.70 per month toward the premium for each eligible employee. The amount may be applied towards Employee plus One or Family coverage.~~ Participation in the Dental Insurance Program will be voluntary. Each employee enrolled under the plan shall contribute through payroll deduction any excess of the monthly premium over the maximum monthly Employer contribution.

Section 7.6 - Tax-Sheltered Annuities

A Tax-Sheltered Annuity Program shall be available to all employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRA's will be implemented not later than twenty-one (21) days following submission of an accurate application.

The Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The Match would begin on the first July 1st following completion of one (1) year of full-time employment service. The Employer will contribute up to a two percent (2%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of five (5) years of full-time employment service. The Employer will contribute up to a three percent (3%) match of annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of ten (10) years of full-time employment service. Full-time is defined in Section 5.1.

~~Starting in 2025-2026 Ft~~ the Employer will contribute up to a one percent (1%) match of annual base salary per school year to an approved Tax-Sheltered Annuity Program for eligible full-time employees. The match would begin on the first July 1st following completion of one (1) year of full-time employment service. The Employer will contribute up to a two percent (2%) match of annual base salary per school year to an approved Tax-Sheltered Annuity Program for eligible full time employees. The match would begin following the completion of ~~four (4)~~ ~~five (5)~~ years of full time employment service. The Employer will contribute up to a three percent (3%) match of annual base salary per school year to an approved Tax-Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of ~~eight (8)~~ ~~ten (10)~~ years of full-time employment service. Full-time is defined in Section 5.1.

Section 8. 1- Sick Leave

In conjunction with the income protection insurance provided above, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Paid sick leave is provided for eight (8) hour employees at the rate of one (1) day of eight (8) hours per month of employment. Employees working four (4) to seven (7) hours earn days of sick leave of four (4) to seven (7) hours, in proportion to their scheduled work day. **Unused portions of such sick leave may be accumulated up to a total of one hundred twenty (120) days.**

~~An employee may use sick leave due to illness or injury of the employee's minor child or child up to age 20 (if the adult child is enrolled in a secondary education program). If required by applicable Minnesota statutes, accrued sick leave (up to 160 hours within a 12-month period) may also be taken (a) due to the illness or injury of an adult child, spouse, sibling, parent, grand-child, mother-in-law, father-in-law, step-parent, grandparent or step-grandparent, and (b) due to the need to receive assistance (or to provide assistance to one of the relations named in clause (a)), in the event of stalking, domestic violence or sexual assault.~~

An employee may use sick leave for the following reasons:

- an employee's mental or physical illness, treatment or preventative care;
- the mental or physical illness, treatment or preventative care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease

Sick leave covers the employee and the following people:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, stepsibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;
- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Employer leave forms must be submitted to Human Resources prior to the leave.

The Employer reserves the right to require substantiation of illness after an employee misses three consecutive days or after an employee exceeds eight (8) occurrences in a school year or if an individual has established trends or patterns which may indicate abuse of sick leave.

After an employee has accumulated one hundred twenty (120) days of sick leave, such employee shall be granted one (1) day of vacation time for each two (2) days of sick leave accumulated beyond one hundred twenty (120) days. There shall be no vacation allowance for less than two (2) days segments of accumulated sick leave. The accumulation of sick leave trade-in shall be computed annually at the end of each traditional fiscal year on July 1. The employee shall have the option at that time to either select: Option A - Vacation to be taken during the vacation period following the accumulation of excess days. The employee is eligible to use the trade-in days during the following fiscal year subject to the provisions of....

Use of sick leave may qualify for coverage under the Family Medical Leave Act (FMLA). For absences longer than five (5) days please contact Human Resources.

Leaves under Sections 8.21 ~~and 8.3~~ may qualify for Family Medical Leave benefits under the Family and Medical Leave Act. Eligible employees may receive up to a total of 12 weeks of unpaid leave during a 12-month period. The Employer will maintain group insurance coverage for an employee on Family Medical Leave if such insurance was provided before this leave was taken and under the same terms as if the employee had continued to work. After this twelve (12) weeks, the employee shall pay the entire premium or cancel coverage.

Section 8.2 - Family Emergency Leave

~~Upon advance notice and approval by the supervisor an employee may take up to ten (10) days of accumulated sick leave for the critical illness in the employee's immediate family. An employee's "immediate family" shall include only spouse/partner, parents, adult children, grandparents, grandchildren, brothers and sisters, or it may also include a relative or close friend normally living in the household.~~

~~Leaves under Sections 8.2 and 8.3 may qualify for Family Medical Leave benefits under the Family and Medical Leave Act. Eligible employees may receive up to a total of 12 weeks of unpaid leave during a 12-month period. The Employer will maintain group insurance coverage for an employee on Family Medical Leave if such insurance was provided before~~

~~this leave was taken and the same terms as if the employee had continued to work. After this twelve (12) weeks, the employee shall pay the entire premium or cancel coverage.~~

~~Section 8.10 - Donation to Sick Leave~~

~~Employees may donate up to the equivalent of two (2) days per year to a district employee who has exhausted their accrued paid leave (sick leave, personal leave, vacation and floating holiday) and is experiencing a hardship.~~

~~The number of days donated to an individual shall not extend the individual's paid status greater than one calendar month from the date the individual's accrued paid leave was exhausted or the end of the school year or contract year (June 30), whichever is reached first. Donated days may only be used for regularly scheduled duty days.~~

~~The donation to sick leave is voluntary and donated days must be deducted from the donating member's vacation, personal days or floating holiday balance.~~

Section 10.1- Severance Pay

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30, 2004 retirement, the first payment would be July 31, 2004 and the final payment would be January 15, 2005) ~~or if the payment meets the eligibility requirements for a 401a, monies may be deposited into such account.~~

New MOU

MOU- Sick Leave Bank

MEMORANDUM OF UNDERSTANDING

Wayzata Public Schools ISD No. 284 and the Custodial Maintenance Employees agree to establish a voluntary sick leave bank. A sick leave bank is set up to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and are experiencing a medical emergency that will require a prolonged absence from work and a substantial loss of income because they have exhausted their accumulated leave.

Donation Eligibility:

- 1) The employee must be a full-time or part-time member of the bargaining unit eligible for benefits.
- 2) Must be an active employee and not have submitted a resignation or retirement to the District prior to making the donation.
- 3) The employee must donate sick days in order to use the sick leave bank.

Donation Process:

- 1) In order to establish the Sick Leave Bank, all members of the bargaining unit must donate one (1) sick leave day unless the employee submits an election form opting out of membership in the Sick Leave Bank.
- 2) All donations once made are irrevocable.
- 3) Donations are not taxed for the donor and are not tax deductible.
- 4) Days donated are donated at the donor employee's rate of pay.
- 5) At such time the sick bank balance dips below 30 days, all members of the sick leave bank will contribute one (1) day each. Employees who opt out of this contribution will no longer be a part of the sick leave bank and will lose eligibility for its benefits.
- 6) New employees will have thirty (30) days in which to opt out of the Sick Leave Bank.

7) Members may opt in to the Sick Leave Bank every year during the first thirty days of the school year and again for the month January.

Eligibility to Receive Sick Leave from the Bank:

1. Must be a full or part time employee eligible for benefits.
2. Must be a contributing member of the Sick Leave Bank.
3. Exhaust all sick and personal accumulated leave. One personal day may be retained.
4. Be eligible for leave under the Family Medical Leave Act (FMLA).
5. Not receiving Worker Compensation, Social Security, or Long Term Disability. If there is an initial denial from LTD or Worker Compensation who ultimately collects benefits they will be responsible to cooperate in the repayment to the sick leave bank.
6. Not have submitted a resignation or retirement to the District.
7. Not serving a disciplinary suspension.
8. Employees working less than full time shall be eligible for benefits at a pro-rata basis.
9. Employees may draw from the sick leave bank until they are eligible for Long Term Disability or up to 60 days per school year.
10. The Sick Leave Bank may be used for normal childbirth delivery and recovery shall be limited to 20 days. The amount of time granted from the sick leave bank shall not exceed the maternity disability period. For example, if a person has 20 days of accumulated sick leave and they are out for a 6 week time period, the sick leave bank would contribute 10 days so that the disability period is covered.

Administration:

1. An employee must apply for benefits under the Sick Leave Bank by completing the necessary forms.
2. The application will be submitted to the Human Resources Department.
3. Decisions are final and not subject to the grievance process.

The District shall provide an accounting of the status and use of the Sick Leave Bank at the end of the year.

In the event that the Sick Leave Bank is dissolved, all days shall be returned to those participating in the bank. All members will receive an equal number of days, with the understanding that no one will receive more days than they contributed to the Bank.

The sick leave bank will be in effect starting August 1, 2024.

This Memorandum of Understanding was established in the 2024-2027 contract.

Final Package of 12%



Board of Education
Regular Meeting – June 24, 2024

AGENDA SECTION: Adjourn

ITEM: Adjourn

COMMENTS BY: Milind Sohoni, Board Chair

This agenda item brings closure to the School Board meeting.

Recommended Action: Call the meeting to a close.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Time of Adjournment: _____