

ISD 110 School Board Regular Meeting

Monday, August 26, 2024 7:00 PM

Waconia City Hall, 201 S Vine Street, Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE** **Presenter:** Chair Geller

2. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE** **Presenter:** Chair Geller

2.A. Introductions

2.A.1. Student School Board Representatives for SY 2024-2025

- Reidun Trostad, WHS Class of 2026
- Lexi Stillwell, WHS Class of 2025

2.A.2. Ceremonial Oath of Office **Presenter:** Chair Geller



Ceremonial Oath of Office for Student Representatives

Please stand and raise your right hand to take a ceremonial oath of office.

Do you **Sydney Sabol** and **Colette Newman** affirm that you will support the Constitution of the United States and the State of Minnesota and that you will faithfully discharge the duties of the office of Student Representative on the School Board of Independent School District No. 110 to the best of your judgment and ability. If so say "I Will".

- 2.A.3. ISD 110 School Resource Officer
- Deputy Joelle Dierson, Carver County Sheriff's Office

Presenter: Paul Sparby, Principal, Waconia High School

2.B. Upcoming Meetings:

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110 School Board Regular Meeting
Monday, July 29, 2024 7:00 PM Central

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

1. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE

Members present: Geller, DeBoer, Myers, Bergstrom, Hagen, Amott

Members absent: Kelzer-Breedon

Call to order by Chair Geller at 7:00 PM

Motion by DeBoer to adopt agenda

Amott second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

2.A. Upcoming Meetings:

3. PUBLIC COMMENT

4. MINUTES OF PREVIOUS MEETING

Motion by Amott to approve the minutes of the June 24 regular meeting

DeBoer second

All in favor

Motion carried

5. CONSENT AGENDA

5.A. Bills and Wire Transfers

5.B. Human Resource Items:

Employment

Goede, Matthew Replacement	Custodial Cleaner 8 Hours/Day; 260 Days	WHS
Guseyn-Zade, Jessica Replacement	Grade 1 Teacher Long-Term Substitute Attach K	LT
Hoxie, Gretchen Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	BV
Kauls, Hailey Replacement	Media Specialist 1.0 FTE; 184 Days Attach K	LT

Meester, Scott Replacement	Custodial Cleaner 8 Hours/Day; 260 Days	ESC
Nelson, Amy Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	LT
Nielsen, Jill New	Preschool Teacher 1.0 FTE; 184 Days Attach K	SV/Comm Ed
Tyhurst, Adam Replacement	Mathematics Teacher 1.0 FTE; 184 Days Attach K	WMS
Weinrich, Allison Replacement	Grade 4 Teacher 1.0 FTE; 184 Days Attach K	BV
Weinzierl, Kristin Replacement	Health/Physical Education Teacher 1.0 FTE; 184 Days Attach K	WMS
Weir, Kelly Replacement	Art Teacher 1.0 FTE ; 184 Days Attach K	BV/SV

Employee Status Changes

Pauly, Marnie, Interim Assistant Principal, extension of interim position

Sang, Carey, from .5 FTE Spanish Teacher at WMS to 1.0 Spanish Teacher at WHS

Sonnek, Rebecca, returning from extended leave of absence to School Psychologist at LT and WMS

Leaves of Absence

Johnson, Kendra, Special Education Teacher at WMS

Schimelpfenig, Kelly, Custodial Cleaner at WMS

Extended Leave of Absence

Retirements/Resignations/Terminations

Bixby, Tyler, Educational Assistant (SPED) at LT

Breyfogle, Roslyn, School Counselor at BV

Fredericksen, Andrew, Special Education Teacher at LT

Fredericksen, Jamie, Special Education Teacher at LT

Kreutzian, Alexandra, Speech Language Pathologist at BV

Micklo, Kevin, Physical Education / DAPE Teacher at WMS

Monson, Erika, Media and Digital Learning Coordinator at SV

Yancey, Maya, Kids' Company Lead at Comm Ed

5.C. Settlement Agreement and Release of All Claims

5.D. Renew Agreement with Heger's Dairy

5.E. Renew Joint Agreement with SW Metro Intermediate to Provide Meals for the St. Bonifacius Site

5.F. Receipts of Donation

6. **REPORTS**

6.A. Administrative Presentation: Communications

6.B. Board Policy 620 Credit for Learning

6.C. Labor Relations Update

6.D. Finance Report

7. **ACTION ITEMS**

7.A. Student and Family Handbooks

Motion by DeBoer to approve Student and Family Handbooks

Amott second

All in favor

Motion carried

7.B. Approve Furniture Purchase for WHS Commons

Motion by DeBoer to Approve Furniture Purchase for WHS Commons

Hagen second

All in favor

Motion carried

7.C. Resolution Adopting 10-Year Long-Term Facilities Maintenance (LTFM) Plan - Levy Pay 2025 (ROLL CALL VOTE)

Motion by DeBoer to Approve Resolution Adopting 10-Year Long-Term Facilities Maintenance (LTFM) Plan – Levy Pay 2025

Myers second

Roll Call Vote Taken

All in favor

Motion Carried

7.D. Resolution Relating to the Election of School Board Members and Calling the School District General Election (ROLL CALL VOTE)

Motion by DeBoer to Approve Resolution Relating to the Election of School Board Members and Calling the School District General Election

Myers second
Roll Call Vote Taken
All in Favor
Motion Carried

7.E. Second Read Board Policies
Motion by Bergstrom to Approve Second Read Board Policies
DeBoer second
All in favor
Motion carried

- 7.E.1. 410 FMLA
- 7.E.2. 503 Student Attendance
- 7.E.3. 506 Student Discipline
- 7.E.4. 507 Corporal Punishment and Prone Restraint
- 7.E.5. 507.5 School Resource Officer (NEW)
- 7.E.6. 611 Homeschooling
- 7.E.7. 722 Public Data Requests
- 7.E.8. 722 FORM

8. DISCUSSION ITEMS

8.A. First Read Policy

Discussion related to new legislation for high schools that weight AP/CIS classes to also weight PSEO courses. If needed will discuss at Aug. 12 work session or bring for second read

- 8.A.1. 620 Credit for Learning

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee Geller reminds members a Board Development session has been scheduled for Oct. 2 5pm-9pm with Lee Pritzl.

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools for Equity in Education (SEE) Representative

9.E. Southwest Metro Intermediate District 288 Representative Geller reports new superintendent is off to a great start, meeting with membership board representatives and superintendents.

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council Representative

9.I. Teaching & Learning Advisory Council Representative

9.J. City of Waconia Liaison

10. ADJOURNMENT

Motion by Bergstrom to adjourn

Amott second

All in favor

Motion carried

Meeting adjourned at 8:15 PM

ISD 110 School Board Work Session
Monday, August 12, 2024 7:00 PM Central

Waconia Public Schools - District Office -
Conf Rm A
512 Industrial Blvd.
Waconia, MN 55387

Members present: Geller, Kelzer-Breeden, Bergstrom, Myers, DeBoer, Amott
Members absent: Hagen

1. Superintendent Updates

Strategic Plan Implementation, measures of success

1.A. Board Member Site Visits

Building/Program assignments shared with board members to schedule visits.

2. Community Education and Buildings and Grounds Purchase of Field Maintenance Equipment

Quote for equipment, description, and purpose shared with board, will be an action item at Aug. 26

3. Board and District Support for Positive Start to School Year, Improving Board and Staff Relationships

Thought sharing/discussion of ideas for recognizing classroom work in the future, opportunities for improving board/staff relationships.

4. Second Read Board Policy

4.A. 620 Credit for Learning

Motion by Amott to approve second read board policy 620

Myers second

All in favor

Motion carried

Meeting adjourned at 7:43PM

5. **CONSENT AGENDA**

Presenter: Chair
Geller

5.A. Bills and Wire Transfers

Presenter: Ukee
Dozier

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
612442	BLUUM OF MINNESOTA LLC	07/24/2024	R	1,462.50	July
612443	ECM PUBLISHERS, INC	07/24/2024	R	78.75	July
612444	IEA, INC	07/24/2024	R	1,350.81	July
612445	LOFFLER COMPANIES	07/24/2024	R	112.31	July
612446	LVC COMPANIES INC	07/24/2024	R	520.00	July
612447	SCHOLLA, TIA	07/24/2024	R	600.00	July
612448	UNITED FARMERS COOPERATIVE	07/24/2024	R	14,468.38	July
612449	ANOKA HENNEPIN ISD#11	07/24/2024	R	650.00	July
612450	COMMITTEE FOR CHILDREN	07/24/2024	R	2,997.00	July
612451	FRANKLIN PRINTING INC	07/24/2024	R	630.00	July
612452	HEINEMANN	07/24/2024	R	14,466.36	July
612453	HIGH POINT NETWORKS, LLC	07/24/2024	R	3,721.56	July
612454	HOUGHTON MIFFLIN	07/24/2024	R	29,673.89	July
612455	INDIANHEAD FS DISTRIBUTOR, INC	07/24/2024	R	4,457.20	July
612456	INSTRUCTIONAL EMPOWERMENT INC	07/24/2024	R	398.00	July
612457	L2 BRANDS LLC	07/24/2024	R	1,482.13	July
612458	LANO EQUIPMENT INC	07/24/2024	R	166.30	July
612459	MEI TOTAL ELEVATOR SOLUTIONS	07/24/2024	R	791.00	July
612460	MN DEPT OF HEALTH	07/24/2024	R	180.00	July
612461	MSBA	07/24/2024	R	13,063.00	July
612462	PAR CODE SYMBOLOGY, INC	07/24/2024	R	403.00	July
612463	PARTS CITY WACONIA	07/24/2024	R	606.96	July
612464	PASCO SCIENTIFIC	07/24/2024	R	262.00	July
612465	PLANSOURCE BENEFITS ADMIN INC	07/24/2024	R	3,065.26	July
612466	POSITIVE PHYSICS LLC	07/24/2024	R	399.00	July
612467	PROJECT LEAD THE WAY, INC	07/24/2024	R	4,150.00	July
612468	REALLY GOOD STUFF LLC	07/24/2024	R	230.93	July
612469	RENAISSANCE LEARNING INC	07/24/2024	R	42,840.00	July
612470	SAND CREEK EAP LLC	07/24/2024	R	9,400.32	July
612471	SECURITY BANK & TRUST CO	07/24/2024	R	37,885.53	July
612472	SNDM	07/24/2024	R	100.00	July
612473	TEACHER CREATED MATERIALS PUBL	07/24/2024	R	600.17	July
612474	THEMES & VARIATIONS	07/24/2024	R	200.00	July
612475	WILSON LANGUAGE TRAINING CORP	07/24/2024	R	735.00	July
612476	KUTZKE CONSTRUCTION INC	07/24/2024	R	10,742.23	July
612477	EYE MED-FIDELITY SECURITY LIFE	07/31/2024	R	1,966.70	July
612478	NCPERS GROUP LIFE INS	07/31/2024	R	96.00	July
612479	SCHOOL SERVICE EMPLOYEES	07/31/2024	R	824.56	July
612480	A & D SOLUTIONS LLC	08/02/2024	R	330.00	August
612481	ABRAKADOODLE	08/02/2024	R	2,583.00	August
612482	ACCURATE LABEL DESIGNS INC	08/02/2024	R	224.95	August
612483	AMPLIFY EDUCATION INC	08/02/2024	R	13,922.59	August
612484	BAUER, MARCUS	08/02/2024	R	95.00	August
612485	BNR IRRIGATION SERVICES INC	08/02/2024	R	250.00	August
612486	BOELTER COMPANIES INC.	08/02/2024	R	20,316.86	August
612487	CANON FINANCIAL SERVICES INC	08/02/2024	R	890.18	August
612488	CDW GOVERNMENT LLC	08/02/2024	R	6,092.28	August
612489	CITY OF WACONIA	08/02/2024	R	250.00	August
612490	COMMUNITY CLUB TOURS	08/02/2024	R	940.00	August
612491	COUNTRYSIDE CUSTOM APPAREL	08/02/2024	R	5,450.04	August
612492	CURTIS, MELISSA	08/02/2024	R	452.00	August
612493	ECM PUBLISHERS, INC	08/02/2024	R	68.25	August
612494	EMERY'S LAWCARE & ROLL-OFFS	08/02/2024	R	375.00	August
612495	EXPLORELEARNING LLC	08/02/2024	R	5,931.00	August
612496	FRANKLIN PRINTING INC	08/02/2024	R	236.61	August
612497	GRAINGER	08/02/2024	R	266.52	August

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
612498	GRAVES, DAX	08/02/2024	R	45.00	August
612499	GUNDERSON, JACOB	08/02/2024	R	135.00	August
612500	HANSON SPORTS LLC	08/02/2024	R	1,946.00	August
612501	HEINEMANN	08/02/2024	R	8,846.72	August
612502	HIGH POINT NETWORKS, LLC	08/02/2024	R	21,840.00	August
612503	HILLYARD/HUTCHINSON	08/02/2024	R	3,933.34	August
612504	HLS GROUP	08/02/2024	R	150.45	August
612505	HOLDINGFORD HIGH SCHOOL	08/02/2024	R	50.00	August
612506	HOLTON ELECTRIC CONTRACTORS	08/02/2024	R	755.88	August
612507	INDEPENDENT TESTING TECH INC	08/02/2024	R	4,730.00	August
612508	INDIANHEAD FS DISTRIBUTOR, INC	08/02/2024	R	631.80	August
612509	JT FLOOR COVERING INSTALL LLC	08/02/2024	R	498.00	August
612510	KEARNEY, ANDREW	08/02/2024	R	90.00	August
612511	L2 BRANDS LLC	08/02/2024	R	1,819.88	August
612512	LAVONE, PAT	08/02/2024	R	1,029.60	August
612513	LEE'S REFRIGERATION LLC	08/02/2024	R	732.50	August
612514	LYNCH, KEVIN	08/02/2024	R	8,208.00	August
612515	LYONS, OLIVER	08/02/2024	R	135.00	August
612517	MASSP	08/02/2024	R	1,770.00	August
612518	MERRITT, GEDRIC	08/02/2024	R	60.00	August
612519	MN HISTORICAL SOCIETY	08/02/2024	R	4,125.00	August
612520	NAUGHTON, MOLLIE	08/02/2024	R	60.00	August
612521	NYHAMMER, CADE	08/02/2024	R	45.00	August
612522	PIONEER MANUFACTURING CO	08/02/2024	R	2,873.85	August
612523	PLEASANT VALLEY 4-H	08/02/2024	R	1,740.00	August
612524	PREP TIME PRINTING	08/02/2024	R	116.00	August
612525	PROFESSIONAL TURF & RENOVATION	08/02/2024	R	8,054.98	August
612526	RABE, CARSON	08/02/2024	R	90.00	August
612527	REGION V	08/02/2024	R	706.25	August
612528	SAFARI ISLAND COMMUNITY CENTER	08/02/2024	R	690.00	August
612529	SALDEN, KYLEIGH	08/02/2024	R	45.00	August
612530	SAVVAS LEARNING CO LLC	08/02/2024	R	11,786.40	August
612531	SCHUETTE, CLINT	08/02/2024	R	45.00	August
612533	SEIM, GRACE	08/02/2024	R	262.25	August
612534	SHELBURNE ADVERTISING INC.	08/02/2024	R	861.00	August
612535	SWANSON, LYDIA	08/02/2024	R	85.00	August
612536	TEAMGENIUS	08/02/2024	R	5,550.37	August
612537	TECH ACADEMY/COMPUTER EXPLORER	08/02/2024	R	750.00	August
612538	TECH CHECK LLC	08/02/2024	R	94,326.82	August
612539	TINTES, MATTHEW	08/02/2024	R	580.00	August
612540	WABBE, LUKE	08/02/2024	R	225.00	August
612541	WAYNE DAUWALTER PLUMBING	08/02/2024	R	14,311.00	August
612542	WILLKOMM, RITTER	08/02/2024	R	45.00	August
612543	BARSNES, JON	08/02/2024	R	325.00	August
612544	BIFFS, INC	08/02/2024	R	1,829.50	August
612545	BRIDEN, VERONICA	08/02/2024	R	325.00	August
612546	CASEY, NICOLE	08/02/2024	R	325.00	August
612547	GAME ONE	08/02/2024	R	5,722.00	August
612548	HAMILTON, MICHAEL	08/02/2024	R	325.00	August
612549	HAPPY FEET SOCCER TWIN CITIES	08/02/2024	R	960.00	August
612550	HERTEL, ANGIE	08/02/2024	R	324.00	August
612551	INDIANHEAD FS DISTRIBUTOR, INC	08/02/2024	R	557.29	August
612552	KNICK, ADDISON	08/02/2024	R	3,600.00	August
612553	LAHTI, SHERRY	08/02/2024	R	325.00	August
612554	LEE'S REFRIGERATION LLC	08/02/2024	R	964.50	August
612555	LVC COMPANIES INC	08/02/2024	R	410.00	August

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
612556	PAULSEN, TERRI	08/02/2024	R	325.00	August
612557	PMA SECURITIES LLC	08/02/2024	R	2,000.00	August
612558	SALDEN, KYLEIGH	08/02/2024	R	220.00	August
612559	SCHAFFER, NICKIE	08/02/2024	R	325.00	August
612560	SECK, KERIC	08/02/2024	R	325.00	August
612561	SIEVE, MIKE	08/02/2024	R	325.00	August
612562	SKARO, MATTHEW	08/02/2024	R	325.00	August
612563	SORENSEN, JUSTIN	08/02/2024	R	325.00	August
612564	SOUTHWEST METRO INTERMEDIATE D	08/02/2024	R	25,087.01	August
612565	TUCKER, ANDREA	08/02/2024	R	325.00	August
612566	WILLENBRING, DALE	08/02/2024	R	325.00	August
612567	WINSTED SOLAR LLC	08/02/2024	R	6,329.21	August
612568	WINTER, REED	08/02/2024	R	325.00	August
612569	WOYTCKE, KELLY	08/02/2024	R	325.00	August
612570	AMPION PBC	08/08/2024	R	16,609.29	August
612571	ATKINSON, LIAM	08/08/2024	R	250.00	August
612572	CLEMENS, BRENDAN	08/08/2024	R	750.00	August
612573	HELEN SOLAR LLC	08/08/2024	R	6,716.41	August
612574	HUSKEY, ROSS	08/08/2024	R	1,500.00	August
612575	HUTCH PARK & REC	08/08/2024	R	600.00	August
612576	LANO EQUIPMENT INC	08/08/2024	R	1,316.81	August
612577	LOUWAGIE, ETHAN	08/08/2024	R	815.00	August
612578	MEYER, LOGAN	08/08/2024	R	345.00	August
612579	PLATZKE, JEFFREY	08/08/2024	R	1,500.00	August
612580	ROBERTS, GARRETT	08/08/2024	R	270.00	August
612581	SMITH, ISAAC	08/08/2024	R	170.00	August
612582	ZIEMAN, GRANT	08/08/2024	R	250.00	August
612583	21ST CENTURY SPORTS LLC	08/09/2024	R	1,393.00	August
612584	ACCURATE LABEL DESIGNS INC	08/09/2024	R	267.95	August
612585	ALPHA WIRELESS COMMUNICATIONS	08/09/2024	R	378.00	August
612586	AMAZING ATHLETES OF CENTRAL MN	08/09/2024	R	784.00	August
612587	BELL, ANTHONY	08/09/2024	R	800.00	August
612588	BSN SPORTS LLC	08/09/2024	R	1,051.21	August
612589	CAPITAL ONE TRADE CREDIT	08/09/2024	R	1,471.26	August
612590	ELEVATE SOCCER LLC	08/09/2024	R	800.00	August
612591	FLINN SCIENTIFIC	08/09/2024	R	74.35	August
612592	FLUEGGE, JAY	08/09/2024	R	800.00	August
612593	FOLLETT SCHOOL SOLUTIONS LLC	08/09/2024	R	6,175.50	August
612594	FRATTALONE COMPANIES, INC.	08/09/2024	R	816.00	August
612595	FULLER, ALLYSON	08/09/2024	R	1,000.00	August
612596	GOLDEN VALLEY SUPPLY COMPANY	08/09/2024	R	11,300.00	August
612597	GOPHER SPORT	08/09/2024	R	516.48	August
612598	GRAINGER	08/09/2024	R	1,296.61	August
612599	HANSON SPORTS LLC	08/09/2024	R	1,591.40	August
612600	HEGER'S DAIRY LLC	08/09/2024	R	965.38	August
612601	HEINEMANN	08/09/2024	R	2,818.72	August
612602	HIGH POINT NETWORKS, LLC	08/09/2024	R	3,816.00	August
612603	HOLTON ELECTRIC CONTRACTORS	08/09/2024	R	1,088.06	August
612604	INDIANHEAD FS DISTRIBUTOR, INC	08/09/2024	R	2,259.40	August
612605	INGINA LLC	08/09/2024	R	4,540.00	August
612606	INNOVATIVE OFFICE SOLUTIONS LL	08/09/2024	R	34.58	August
612607	ISENSEE, PATRICIA	08/09/2024	R	800.00	August
612608	ISENSEE, SAMANTHA	08/09/2024	R	800.00	August
612609	IXL LEARNING INC	08/09/2024	R	9,213.00	August
612610	JUREK, JOSHUA	08/09/2024	R	800.00	August
612611	KEEGAN, KEVIN	08/09/2024	R	800.00	August

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
612612	KNICK, ADDISON	08/09/2024	R	1,800.00	August
612613	L2 BRANDS LLC	08/09/2024	R	857.37	August
612614	LOFFLER COMPANIES	08/09/2024	R	463.22	August
612615	LVC COMPANIES INC	08/09/2024	R	1,950.00	August
612616	LYON, MORGAN	08/09/2024	R	1,000.00	August
612617	MAGIC PARTY MN LLC	08/09/2024	R	600.00	August
612618	MASPA/STATE NEGOTIATORS	08/09/2024	R	865.00	August
612619	MESPA	08/09/2024	R	713.00	August
612620	METRONET	08/09/2024	R	1,856.34	August
612621	MINNESOTA SWORD PLAY	08/09/2024	R	675.00	August
612622	MN DEPT OF HEALTH	08/09/2024	R	35.00	August
612623	OLSON, JACLEEN	08/09/2024	R	3,200.00	August
612624	ORIENTAL TRADING/FUN EXPRESS	08/09/2024	R	742.17	August
612625	PERNSTEINER CREATIVE GROUP, IN	08/09/2024	R	3,176.00	August
612626	POLLEY, BENJAMIN	08/09/2024	R	800.00	August
612627	POZEGA, JUSTIN	08/09/2024	R	800.00	August
612628	REALLY GOOD STUFF LLC	08/09/2024	R	309.50	August
612629	RECTECH OUTDOOR SOLUTIONS LLC	08/09/2024	R	39.99	August
612630	SASC LLC	08/09/2024	R	11,615.82	August
612631	SAVVAS LEARNING CO LLC	08/09/2024	R	1,400.00	August
612632	SCHOLASTIC, INC	08/09/2024	R	1,726.32	August
612633	SCHOOL DATEBOOKS INC	08/09/2024	R	1,357.92	August
612634	SHRED-N-GO - 446138	08/09/2024	R	85.00	August
612635	SPORTS UNLIMITED	08/09/2024	R	1,580.00	August
612636	STAPLES ADVANTAGE	08/09/2024	R	684.13	August
612637	SUCCESS BY DESIGN, INC	08/09/2024	R	882.83	August
612638	SUPREME SCHOOL SUPPLY	08/09/2024	R	167.00	August
612639	TECH ACADEMY/COMPUTER EXPLORER	08/09/2024	R	1,830.00	August
612640	UHL CO	08/09/2024	R	10,610.40	August
612641	ULINE	08/09/2024	R	55.48	August
612642	USA SOFTBALL MINNESOTA	08/09/2024	R	4,760.00	August
612643	VERNIER SOFTWARE & TECH INC	08/09/2024	R	4,963.00	August
612644	WILSON LANGUAGE TRAINING CORP	08/09/2024	R	9,622.80	August
612645	WOYNO & ASSOCIATES LLC	08/09/2024	R	6,904.00	August
612646	WRITE STUFF	08/09/2024	R	135.83	August
612647	AMAZON CAPITAL SERVICES	08/09/2024	R	15,665.98	August
612648	FETTE, LONNIE	08/16/2024	R	325.00	August
612649	INDIANHEAD FS DISTRIBUTOR, INC	08/16/2024	R	108.00	August
612650	MARSHALL, JIM	08/16/2024	R	50.00	August
612651	METRO BASEBALL LEAGUE	08/16/2024	R	5,975.00	August
612652	SOUTHWEST METRO INTERMEDIATE D	08/16/2024	R	4,393.91	August
612653	SQUIRES,WALDSPURGER & MACE PA	08/16/2024	R	3,445.11	August
612654	ABDEL-KHALIQ, ERICA	08/16/2024	R	165.20	August
612655	ADAMS PEST CONTROL CO INC	08/16/2024	R	218.40	August
612656	AFFINETY SOLUTIONS, INC	08/16/2024	R	710.00	August
612657	AJ'S RECYCLING INC	08/16/2024	R	1,200.00	August
612658	AVIBEN	08/16/2024	R	256.69	August
612659	BNR IRRIGATION SERVICES INC	08/16/2024	R	1,900.00	August
612660	BRIGHTWORKS	08/16/2024	R	6,400.00	August
612661	BROCKETT, CASEY	08/16/2024	R	125.05	August
612662	CITY OF WACONIA	08/16/2024	R	8,090.54	August
612663	COACHCOMM LLC	08/16/2024	R	9,570.00	August
612664	COLONY PLAZA, INC	08/16/2024	R	403.35	August
612665	COMMUNITY CLUB TOURS	08/16/2024	R	412.00	August
612666	COR ROBOTICS LLC	08/16/2024	R	1,010.00	August
612667	COUGHLAN COMPANIES LLC	08/16/2024	R	4,272.09	August

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
612668	DAZZLING DAVEYO-YOEXTRAORDINAI	08/16/2024	R	375.00	August
612669	DISCOUNT SCHOOL SUPPLY	08/16/2024	R	1,541.42	August
612670	ELSMORE SWIM SHOP	08/16/2024	R	662.40	August
612671	EMERY'S LAWCARE & ROLL-OFFS	08/16/2024	R	625.00	August
612672	GENESIS, INC.	08/16/2024	R	130.00	August
612673	HALL, TIFFANY	08/16/2024	R	23.40	August
612674	HAMLIN UNIVERSITY ATHLETICS	08/16/2024	R	500.00	August
612675	HARDER, JILL	08/16/2024	R	9.00	August
612676	HIGH POINT NETWORKS, LLC	08/16/2024	R	2,470.76	August
612677	HOUGHTON MIFFLIN	08/16/2024	R	1,500.00	August
612678	HUSTLE & HEART SPORTS	08/16/2024	R	165.00	August
612679	INDIANHEAD FS DISTRIBUTOR, INC	08/16/2024	R	1,276.58	August
612680	INGINA LLC	08/16/2024	R	1,950.00	August
612681	INNOVATIVE OFFICE SOLUTIONS LL	08/16/2024	R	161.85	August
612682	INNOVATIONAL WATER SOLUTIONS I	08/16/2024	R	626.00	August
612683	INSTRUCTIONAL EMPOWERMENT INC	08/16/2024	R	13,368.00	August
612684	KIDCREATE STUDIO	08/16/2024	R	960.00	August
612685	KOOSMANN, JACK	08/16/2024	R	60.00	August
612686	L2 BRANDS LLC	08/16/2024	R	410.16	August
612687	LANGER, BETHANY	08/16/2024	R	25.00	August
612688	LANO EQUIPMENT INC	08/16/2024	R	500.80	August
612689	LOFFLER COMPANIES	08/16/2024	R	2,641.62	August
612690	LOWDEN, MICHELLE	08/16/2024	R	800.00	August
612691	LVC COMPANIES INC	08/16/2024	R	1,680.00	August
612692	MASSP	08/16/2024	R	615.00	August
612693	MAYER LUMBER CO, INC	08/16/2024	R	309.29	August
612694	MINDPRINT LEARNING INC.	08/16/2024	R	4,050.00	August
612695	MN DEPT LABOR & INDUSTRY	08/16/2024	R	200.00	August
612696	MOSYLE CORPORATION	08/16/2024	R	4,328.50	August
612697	NAHAN, SHELLY	08/16/2024	R	1,982.00	August
612698	PARTS CITY WACONIA	08/16/2024	R	171.97	August
612699	PASCO SCIENTIFIC	08/16/2024	R	212.00	August
612700	PERNSTEINER CREATIVE GROUP, IN	08/16/2024	R	495.00	August
612701	REALLY GOOD STUFF LLC	08/16/2024	R	170.92	August
612702	RIDDELL ALL AMERICAN SPORTS CO	08/16/2024	R	294.24	August
612703	RIECKHOFF, MICHELE	08/16/2024	R	73.10	August
612704	ROCHESTER 100, INC	08/16/2024	R	794.25	August
612705	SCHOLASTIC INC	08/16/2024	R	946.12	August
612706	SCHOOL SPECIALTY, LLC	08/16/2024	R	833.96	August
612707	SECURITY BANK & TRUST CO	08/16/2024	R	500.00	August
612708	SEIM, GRACE	08/16/2024	R	2,769.25	August
612709	SPORTS UNLIMITED	08/16/2024	R	1,264.00	August
612710	STAHL, MEGAN	08/16/2024	R	7.45	August
612711	STEJSKAL, ELEANOR	08/16/2024	R	160.00	August
612712	SUMDOG INC	08/16/2024	R	940.50	August
612713	SW`RENTAL & SALES	08/16/2024	R	568.25	August
612714	SWANSON, LYDIA	08/16/2024	R	220.00	August
612715	TECH ACADEMY/COMPUTER EXPLORER	08/16/2024	R	1,890.00	August
612716	TERRAFORM PHOENIX II ARCADIA	08/16/2024	R	425.17	August
612717	WACONIA CHAMBER OF COMMERCE	08/16/2024	R	135.00	August
612718	WILSON LANGUAGE TRAINING CORP	08/16/2024	R	105.00	August
612719	WM CORPORATE SERVICES INC	08/16/2024	R	1,812.99	August
612720	WORTZ, NOELLE	08/16/2024	R	160.00	August
612721	YOUTH ENRICHMENT LEAGUE	08/16/2024	R	1,729.00	August
202400003	EDUCATIONAL SUPPORT PARA UNION	07/15/2024	W	0.00	July
202400005	LIFE INS CO OF NORTH AMERICA	07/15/2024	W	2,828.03	July

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202400011	ONEBRIDGE BENEFITS, INC.	07/15/2024	W	750.06	July
202400015	LIFE INS CO OF NORTH AMERICA	07/15/2024	W	770.41	July
202400021	ONEBRIDGE BENEFITS, INC.	07/15/2024	W	3,271.46	July
202400022	INTERNAL REVENUE SERVICE	07/22/2024	W	84.34	July
202400023	MN DEPT OF REVENUE	07/22/2024	W	8.26	July
202400026	INTERNAL REVENUE SERVICE	07/31/2024	W	67,618.77	July
202400027	LIFE INS CO OF NORTH AMERICA	07/31/2024	W	3,979.05	July
202400028	MN CHILD SUPPORT PYMT CENTER	07/31/2024	W	22.50	July
202400029	MN DEPT OF REVENUE	07/31/2024	W	11,734.10	July
202400030	MN TEACHERS RETIREMENT ASSN	07/31/2024	W	17,934.40	July
202400031	PERA	07/31/2024	W	23,976.04	July
202400032	AVIBEN	07/31/2024	W	10,059.37	July
202400033	ONEBRIDGE BENEFITS, INC.	07/31/2024	W	3,271.46	July
202400036	INTERNAL REVENUE SERVICE	07/31/2024	W	157,304.20	July
202400037	LIFE INS CO OF NORTH AMERICA	07/31/2024	W	2,756.97	July
202400038	MN CHILD SUPPORT PYMT CENTER	07/31/2024	W	128.00	July
202400039	MN DEPT OF REVENUE	07/31/2024	W	23,986.68	July
202400040	MN TEACHERS RETIREMENT ASSN	07/31/2024	W	117,567.08	July
202400041	PERA	07/31/2024	W	9,002.15	July
202400042	AVIBEN	07/31/2024	W	44,119.18	July
202400043	ONEBRIDGE BENEFITS, INC.	07/31/2024	W	750.06	July
202400044	INTERNAL REVENUE SERVICE	07/31/2024	W	82.62	August
202400045	MN DEPT OF REVENUE	07/11/2024	W	491.00	July
202400045	MN DEPT OF REVENUE	07/31/2024	W	5.78	August
202400046	PERA	07/31/2024	W	75.60	August
202400047	BOND TRUST SERVICES CORP	07/29/2024	W	1,407,803.13	July
202400048	US BANK	07/29/2024	W	254,416.80	July
202400049	SECURITY BANK & TRUST CO	07/31/2024	W	96.95	July
202400050	AUTHORIZE.NET	07/02/2024	W	41.40	July
202400051	SFM	07/01/2024	W	29,470.00	July
202400052	KANSAS STATE BANK	07/15/2024	W	9,687.97	July
202400053	PMA SECURITIES LLC	07/15/2024	W	235.83	July
202400054	BLUE CROSS AND BLUE SHIELD OF	07/22/2024	W	699,999.70	July
202400055	EDUTRAK LLC	07/10/2024	W	3,635.84	July
202400057	ONEBRIDGE BENEFITS, INC.	07/16/2024	W	967.00	July
202400058	TAP SERIES LLC	08/10/2024	W	55.00	August
202400059	PRINTFUL	08/10/2024	W	186.64	August
202400060	CASEY'S GENERAL STORE	08/10/2024	W	15.01	August
202400061	FRED HOLASEK & SON, INC	08/10/2024	W	198.88	August
202400062	TARGET BANK	08/10/2024	W	350.87	August
202400063	MONKEY WRENCH PRODUCTIONS LLC	08/10/2024	W	233.00	August
202400065	CITY of MINNETONKA	08/10/2024	W	200.00	August
202400066	BOWLERO	08/10/2024	W	1,424.05	August
202400067	Sourcwell	08/10/2024	W	50.00	August
202400069	WILSON LANGUAGE TRAINING CORP	08/10/2024	W	990.00	August
202400070	POP UP PARTY RENTAL	08/10/2024	W	1,412.08	August
202400071	BAYMONT BY WYNDHAM	08/10/2024	W	325.64	August
202400072	ALDI	08/10/2024	W	51.97	August
202400074	MN VALLEY ELECTRIC CORP	08/10/2024	W	34,630.46	August
202400075	EMPOWER CONSULTING	08/10/2024	W	378.00	August
202400076	MASA/MASE	08/10/2024	W	209.00	August
202400077	AUTO CLUB GROUP	08/10/2024	W	214.40	August
202400079	ROBERTS HAMILTON WEST	08/10/2024	W	368.39	August
202400080	QUICKLUTION	08/10/2024	W	49.00	August
202400081	GRAND SLAM SPORTS	08/10/2024	W	594.00	August
202400082	PUMP IT UP	08/10/2024	W	720.00	August

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202400083	WACONIA SUBWAY	08/10/2024	W	50.08	August
202400085	DOLLAR TREE	08/10/2024	W	45.00	August
202400086	EMAGINE WACONIA	08/10/2024	W	30.00	August
202400091	WACONIA CHAMBER OF COMMERCE	08/10/2024	W	30.00	August
202400092	SQUARESPACE INC	08/10/2024	W	20.00	August
202400093	ROCKET SCIENCE GROUP, LLC	08/10/2024	W	300.00	August
202400094	AMERICINN	08/10/2024	W	459.03	August
202400095	THREE RIVERS PARK DISTRICT	08/10/2024	W	762.00	August
202400096	RAKOW RANCH LLC	08/10/2024	W	475.00	August
202400097	HomeGROWN LACROSSE	08/10/2024	W	6,475.00	August
202400099	AT&T MOBILITY	07/31/2024	W	146.43	July
202400100	QUADIENT FINANCE USA, INC	07/31/2024	W	700.00	July
202400101	XCEL ENERGY	07/31/2024	W	53.34	July
202400106	INTERNAL REVENUE SERVICE	08/15/2024	W	158,792.96	August
202400108	MN CHILD SUPPORT PYMT CENTER	08/15/2024	W	128.00	August
202400109	MN DEPT OF REVENUE	08/15/2024	W	25,082.11	August
202400110	MN TEACHERS RETIREMENT ASSN	08/15/2024	W	118,377.91	August
202400111	PERA	08/15/2024	W	8,951.79	August
202400112	AVIBEN	08/15/2024	W	44,119.18	August
202400116	INTERNAL REVENUE SERVICE	08/15/2024	W	74,046.07	August
202400118	MN CHILD SUPPORT PYMT CENTER	08/15/2024	W	22.50	August
202400119	MN DEPT OF REVENUE	08/15/2024	W	12,154.74	August
202400120	MN TEACHERS RETIREMENT ASSN	08/15/2024	W	18,763.07	August
202400121	PERA	08/15/2024	W	24,630.24	August
202400122	AVIBEN	08/15/2024	W	10,080.21	August
202400124	CENTERPOINT ENERGY	08/05/2024	W	28,490.68	August
242500001	AMENT, NANCY	08/02/2024	A	54.94	August
242500002	WORTZ, HOLLY	08/02/2024	A	90.00	August
242500003	BULLIS, MARK	08/16/2024	A	171.06	August

Totals for checks 4,300,328.45

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,628,655.36	0.00	738,772.34	2,367,427.70
02	Food Service	45,056.57	0.00	25,241.61	70,298.18
04	Community Service	100,136.63	0.00	137,761.43	237,898.06
06	Building Construction	0.00	0.00	4,730.00	4,730.00
07	Debt Redemption	0.00	0.00	1,619,738.68	1,619,738.68
45	OPEB Irrevocable Trust Fund	215.00	0.00	20.83	235.83
***	Fund Summary Totals ***	1,774,063.56	0.00	2,526,264.89	4,300,328.45

***** End of report *****

5.B. Human Resource Items:

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

**Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota**

BOARD OF EDUCATION

Regular Meeting – August 26, 2024

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Dr. Enid Schonewise, Director of Human Resources

Employment

Abrahamson, Jennifer Replacement	Educational Assistant (SPED) 6 Hours/Day; 175 Days	ESC/WLC
Akerson, Amiah Replacement	Special Education Teacher 1.0 FTE; 184 Days Attach K	LT
Barger, Sandra Replacement	Social Worker 1.0 FTE; 184 Days Attach K	BV
Carlisle, Joshua Replacement	Technology Support Specialist 8 Hours/Day; 260 Days	ESC
Carlson, Leann Replacement	English / Language Arts Teacher 1.0 FTE; 184 Days Attach K	WMS
Carman, Pamela Replacement	Director of Finance & Operations 8 Hours/Day; 260 Days	ESC
Clark, Marissa Replacement	Health Associate 1 Hour/Day; 175 Days	Parochial

Dammann, James Replacement	Custodial Cleaner 8 hours/Day; 260 Days	WMS
Fritz, Andrea Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	SV
Grove, Shannon Replacement	Educational Assistant - Title I 6 Hours/Day; 175 Days	BV
Huaman, Kathryn Replacement	Deaf and Hard of Hearing Teacher 1.0 FTE; 184 Days Attach K	ESC
LaCoursiere, Meagan Replacement	Health Associate 3 Hours/Day; 175 Days	BV
Mackall, Courtney Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	SV
Moore, Stephanie Replacement	Grade 3 Teacher 1.0 FTE; 184 Days Attach K	BV
O'Donnell, Esther Replacement	Health Associate 1.5 Hours/Day; 175 Days	Parochial
Precht, Isabella Replacement	Grade 3 Teacher Long-Term Substitute Attach K	BV
Schalow, Judith Replacement	Language Arts Teacher Long-Term Substitute Attach K	WHS
Sorenson, Michelle Replacement	Health Associate 4.25 Hours/Day; 175	BV
Westmiller, Gabrielle Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	WMS
Young, Kjerstin Replacement	Art Teacher 1.0 FTE; 184 Days Attach K	WMS

Employee Status Changes

Berger, Todd, from Educational Assistant (SPED) to Special Education Teacher at BV **Attach K**
Brown, Peter, Agricultural Education Teacher, Overload added for Trimesters I and 2 at WHS
Bullis, Mark, Industrial Arts Teacher, Overload added for Trimester I at WHS
Mann, Katherine, FACS Teacher, Overload added for Trimester I at WHS
Schulte, Sarah, from SLP Assistant to Speech Language Pathologist at BV **Attach K**

Extended Contracts

Alger, Lynette, Guidance Counselor, up to 8 additional extra duty days
DeYoung, Stephanie, Emotional Behavior Disorders Teacher, up to 6 additional duty days
Fogarty, Haley, Guidance Counselor, up to 8 additional duty days
Henn, Dana, Guidance Counselor, up to 8 additional duty days
Raether, Kelly Jo, Work Experience Coordinator, up to 7 additional duty days

Leaves of Absence

Schuette, Jean, Head Cook at BV

Extended Leave of Absence

Retirements/Resignations/Terminations

Anderson, Hannah, School Counselor at BV
Dietzler, Kelly, Language Arts Teacher at WHS
Forsberg, Heather, Nutritional Assistant at LT
Leistiko, Alyssa, Educational Assistant (SPED) at WHS
May, Jasmin, Educational Assistant (SPED) at BV
Remer, Jill, Educational Assistant (SPED) at WEC
Schrupp, Leah, Educational Assistant (SPED) at WHS
Sells, Stephanie, Educational Assistant (SPED) at SV
Stackowitz, Katherine, Educational Assistant (SPED) at BV
Weinzierl, Cara, Educational Assistant (SPED) at WMS

It is recommended that the ISD 110 Board of Education approve the above human resource actions as proposed.

5.C. Sitelogiq June and July 2024 Invoices



INVOICE

Project #: PUBMID-006344

MN - Waconia - LTFM - PSA - Phase I

BILLING DATE	6/27/2024
PERIOD TO:	6/30/2024
ACCOUNT NUMBER	102640
INVOICE NUMBER	11774
AMOUNT DUE	\$ 220,696.88

INVOICE TO:
Waconia Public Schools
ATTN: Brian Gersich
512 Industrial Blvd
Waconia, MN 55387
bgersich@isd110.org

PLEASE REMIT PAYMENT TO:
SitelogIQ Inc. - Accounts Receivables Midwest
IDS Center
80 South 8th Street, Suite 1850
Minneapolis, MN 55402

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS



BILLING DATE	6/27/2024
PERIOD TO:	6/30/2024
ACCOUNT NUMBER	102640
INVOICE NUMBER	11774
AMOUNT DUE	\$ 220,696.88

TERMS:	30 DAYS UPON RECEIPT

Waconia Public Schools

Program	Fund	Description	Project Amount	Percent Complete	Previously Billed	Current Billing	Cumulative Billing
		Design Document Phase	\$ 2,206,968.74	89%	\$ 1,734,677.45	\$ 220,696.88	\$ 1,955,374.33
		Construction Implementation Phase	\$ 788,203.13	0%	\$ -	\$ -	\$ -
		Post Construction	\$ 157,640.63	0%	\$ -	\$ -	\$ -
							\$ -
			\$ 3,152,812.50	62%	\$ 1,734,677.45	\$ 220,696.88	\$ 1,955,374.33

DIRECT INQUIRIES AND CORRESPONDENCE TO:

Michael Smith
651.528.2518
michael.smith@sitelogiq.com

SitelogIQ, Inc - Accounts Receivables Midwest
IDS Center 80 South 8th
Suite 1850
Minneapolis, MN 55402

PAY THIS AMOUNT IN US DOLLARS



\$ 220,696.88



INVOICE

Project #: PUBMID-006344

MN - Waconia - LTFM - PSA - Phase I

BILLING DATE	7/31/2024
PERIOD TO:	7/31/2024
ACCOUNT NUMBER	102640
INVOICE NUMBER	12261
AMOUNT DUE	\$ 220,696.88

INVOICE TO:
Waconia Public Schools
ATTN: Brian Gersich
512 Industrial Blvd
Waconia, MN 55387
bgersich@isd110.org

PLEASE REMIT PAYMENT TO:
SitelogIQ Inc. - Accounts Receivables Midwest
IDS Center
80 South 8th Street, Suite 1850
Minneapolis, MN 55402

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS



BILLING DATE	7/31/2024
PERIOD TO:	7/31/2024
ACCOUNT NUMBER	102640
INVOICE NUMBER	12261
AMOUNT DUE	\$ 251,594.44

TERMS: 30 DAYS UPON RECEIPT

Waconia Public Schools

Program	Fund	Description	Project Amount	Percent Complete	Previously Billed	Current Billing	Cumulative Billing
		Design Document Phase	\$ 2,206,968.74	99%	\$ 1,955,374.33	\$ 220,696.88	\$ 2,176,071.21
		Construction Implementation Phase	\$ 788,203.13	0%	\$ -	\$ -	\$ -
		Post Construction	\$ 157,640.63	0%	\$ -	\$ -	\$ -
							\$ -
			\$ 3,152,812.50	69%	\$ 1,955,374.33	\$ 220,696.88	\$ 2,176,071.21

DIRECT INQUIRIES AND CORRESPONDENCE TO:

Michael Smith
651.528.2518
michael.smith@sitelogiq.com

SitelogIQ, Inc - Accounts Receivables Midwest
IDS Center 80 South 8th
Suite 1850
Minneapolis, MN 55402

PAY THIS AMOUNT IN US DOLLARS



\$ 220,696.88

5.D. Equipment Pre-Purchase for 2025 Ventilation
Improvements at High School and District Office
Building

Presenter: Tim Bisek,
Director of Buildings
and Grounds

Equipment Pre-Purchase Recommendations

August 21, 2024

Mr. Brian Gersich
 Superintendent
 Waconia Public Schools – ISD #110
 1650 Community Drive
 Waconia, MN 55387

RE: 2025 Ventilation Improvements at High School and District Office Building
 SitelogIQ Job Number: PUBMID-006344
 SUBJ: Equipment Pre-Purchase

Mr. Gersich,

This letter is concerning the District Equipment Pre-Purchase package. The recommended equipment includes two (2) air-cooled chillers, one (1) switchboard, and twenty-two (22) air-handling units at the High School; one (1) rooftop unit, one (1) air-cooled condensing unit, and one (1) direct-expansion cooling coil. The recommended manufacturer for the equipment, not including the switchboard, is Daikin. The recommended manufacturer for the switchboard is ABB.

Payment is due net 30 days upon equipment shipment date. A purchase order (PO) is required for equipment to be put in the manufacturing queue.

Waconia High School

Equipment	Manufacturer	Lead Time	Cost
(2) air-cooled chillers	Daikin	36 weeks	\$540,168
(1) switchboard	ABB	32-40 weeks	\$102,395
(22) air-handling units	Daikin	28 weeks	\$709,837

District Office Building

Equipment	Manufacturer	Lead Time	Cost
(1) rooftop unit	Daikin	28 weeks	\$60,484
(1) air-cooled condensing unit	Daikin	28 weeks	\$25,385
(1) DX cooling coil	Daikin	28 weeks	\$4,841

Please note the attached proposals are preliminary and subject to approval of submittals so final price may vary slightly.

The equipment is audited by a third-party, OMNIA Partners, which ensures manufacturer's equipment is priced fairly and competitively across manufacturers.

Sincerely,



Brian Rathke
Architectural Project Manager
612-490-7521

Chiller Comparison

	Daikin	Trane	Notes
Cost (1:1 match), 2 chillers	\$540,168 (price includes field install insulation & jacketing to pump piping)	\$680,880.50	Screw chiller w/ pump package, all cold surfaces insulated w/ 1.5" insulation and AL jacket, compressor muffler, 1 year parts & labor warranty, 5 year compressor parts warranty
Cost (base)	\$528,568 (no jacket on pump package piping)	\$555,038 (no compressor muffler, no pump package insulation [would need to be field provided by contractor])	
Lead Time (order to ship date)	31-32 weeks, 35 week guarantee, liquidated damages above 35 weeks	31-46 weeks	
Liquidated Damages	1% discount per week (not including unforeseen events such as armed conflicts, economic shut down or things out of Daikin's control)	No liquidating damages acknowledged	

AHU Comparison

The original intent was to have Daikin and Trane both provide quotes. Trane declined to provide a quote due to Daikin being too competitive.

Switchgear Comparison

The original intent was to have switchgear quotes from multiple manufacturers, but switchgear manufacturers are all very competitive with one another and ABB was the one manufacturer with a lead time range that accommodated the project schedule.



To: Waconia Public Schools, ISD 110	Project: Waconia High School Air Cooled Chillers	Date: 8/21/2024
Attn: Site LogIQ	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R4
Engineer:	Notes:	Bid Date: 7/17/2024
Page(s): 1		Addendums:

CERTIFIED PROPOSAL NUMBER: R200401-MN-319128



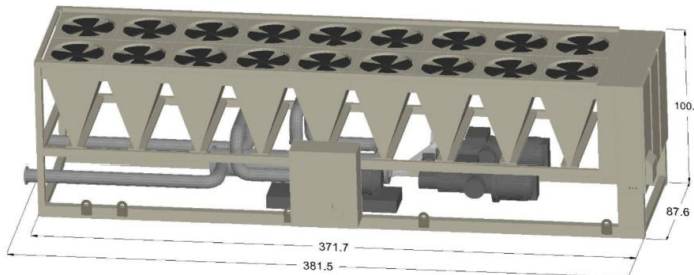
Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

Daikin Staunton Virginia Made Air Cooled Chillers

- (2) Daikin AWW-018 Variable Speed Air Cooled Screw Chiller with: Tag: CH-1, CH-2**
- R513A Next Gen Refrigerant, high efficiency / low sound design
 - Daikin low sound screw type refrigeration compressors with factory mounted VFD's (Variable Speed Compressors)
 - Each compressor to be provided with a VFD providing compressor speed control as a function of the cooling load.
 - Compressors vibration provided to isolated compressors via neoprene compression mounts
 - Evaporator electric resistance immersion heaters provide freeze protection down to -20°F ambient air temp.
 - Direct Expansion Single Pass Evaporator on the refrigerant and water side for high efficiency counterflow heat transfer and low pressure drops.
 - Evaporator will be insulated with 1.5" thick CFC and HCFC-free closed-cell flexible elastomeric foam insulation material with 100% adhesive coverage. In addition, it has a 3mm thick PE embossed film to provide damage resistance. The protective outer film is UV resistant.
 - Microchannel Condenser Coil Fins
 - Two-pass arrangement. Each condenser coil will be factory leak tested with high-pressure air under water. Condenser coil to withstand 1000+ hour acidified synthetic sea water fog (SWAAT) test (ASTM G85-02) at 120°F (49°C) with 0% fin loss and develop no leaks.
 - Multiple independent refrigeration circuits
 - Two refrigerant circuits completely independent of each other with one compressor per circuit. Each circuit has its own electronic expansion valve, liquid line shut-off valve, replaceable core filter-drier, sight glass with moisture indicator, and combination discharge check and shut-off valve.
 - Variable Speed Condenser Fan on Each Circuit
 - The first fan motor on each circuit will be equipped with a VFD providing fan speed control as a function of the condenser pressure.
 - Low Sound Condenser fans that are constructed of a single piece, molded composite material to provide low noise levels
 - 460/60/3 electrical with single point power, factory disconnect, & compressor circuit breakers
 - Unit Ground Fault Protection
 - 115v Convenience Outlet
 - 65 kA SCCR Rating
 - High Short-Circuit Current Rated Panel including a high interrupting capacity disconnect switch with through-the-door handle and circuit breakers for each circuit
 - MicroTech III controls with BACnet MSTP interface
 - Condenser Coil Louvers and Base Frame Wire Grilles

To: Waconia Public Schools, ISD 110	Project: Waconia High School Air Cooled Chillers	Date: 8/21/2024
Attn: Site LogiQ	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R4
Engineer:	Notes:	Bid Date: 7/17/2024
Page(s): 2		Addendums:

- Louvers to the coil area and grilles to the base frame
 - Louvers provide protection from hail and vandalism to the coil area of the chiller. Grilles prevent unauthorized access to the components within the underneath portion of the chiller
- Internal Discharge Compressor Muffler
 - Discharge gas muffler, reducing compressor noise
- Pump package shall factory mounted and wired on the chiller. The chiller controller will provide a pump start/stop signal when operation is required. The pump package will be equipped with:
 - Single Pump: Variable speed horizontal end-suction pump
 - Discharge and suction shutoff valves
 - Flow Switch mounted and wired
 - Factory power and control wiring from the chiller to the pump package control panel
 - Interconnecting schedule 40 piping with Victaulic couplings
 - Insulation of all cold surfaces
 - Variable Frequency Drive for the Pump: The microtech controller will provide automatic speed control in variable volume systems without the need for pump mounted (internal/external) or remotely mounted differential pressure system feedback sensor. Control mode setting and min/max head and flow set-points to be set at the factory and can be adjusted via the inbuilt programming interface. There are four selectable operating Modes.
 - 15 HP Pump Motor Sized for 423.3 GPM with 59.9 ft h2O of Total Head Pressure
 - Includes Pressure Gauges
- **Jacketed insulation on the chilled water piping**
 - The evaporator will be equipped with a factory-mounted and wired flow switch (thermal dispersion)
 - Chillers will be wrapped in a durable plastic cover when it ships
 - Spring Isolator Kits (field mounted)
 - Factory authorized start-up, owner training
 - 1st Year Entire Unit Parts & Labor Warranty
 - Extended 4 year compressor parts only warranty (5 years total)
 - Performance data (design condition with glycol): 229.5 ton cooling capacity, 9.850 EER, 17.60 IPLV, 478 MCA / 600 Maximum Recommended Overcurrent Size
 - Rating with Water (AHRI Standard Conditions): 10.81 EER, 17.60 IPLV
 - Physical data: 18,484 lbs., 382 x 88 x 100"





To: Waconia Public Schools, ISD 110	Project: Waconia High School Air Cooled Chillers	Date: 8/21/2024
Attn: Site LogiQ	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R4
Engineer:	Notes:	Bid Date: 7/17/2024
Page(s): 3		Addendums:

leadtime:

- **30-31 weeks as of 07/30/2024, Shipping out of Stanton, VA.**
 - **As soon as SVL receives the blessing, we can slot a production slot**

Rebate Alert:

- Due to the premium efficiency of this Daikin Chiller (10.81 EER & 17.60 IPLV), this would for an estimated Minnesota Valley Electric Cooperative Rebate of \$3,442.50 **EACH** in accordance with Current XCEL Rebate Guidelines

Delivery Guarantee:

- **SVL will honor a 36 week delivery as of 7/30/2024. Every week after 36 weeks, SVL will honor a 1% discount. In addition to the discount, SVL/Daikin would incur all cost related to a rental chiller if that situation came up.**
 - Unforeseen events such as armed conflicts, economic shutdown, or things out of our control are not included.

Total net price, freight allowed..... \$540,168.00

Sincerely,

Cameron Sigecan

Cameron Sigecan

SVL, Inc.

651-415-2565 / cams@svl.com



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements	Date: 8/5/2024
Attn: SitelogiQ	Location: 1650 Community Drive	SVL Quote #: 1102770E
Engineer: SitelogiQ	Notes: Electrical Scope – Section 262413 - Switchboards	Bid Date: 8/5/2024
Page(s): 1		Addendums:



CERTIFIED PROPOSAL NUMBER: R200401-MN-319609

Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

ABB Electrical Equipment:

Summarized Bill of Material(s)

Quantity	Description	Item(s)	Mark(s)
1	Switchboard	1	(N) MSB-2

The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, or jobsite transit time.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Days)	Quantity
1	Switchboard, ReliaGear, RG-GM-CBSB-CTO	(N) MSB-2	120	1

To the above leadtimes, add 5 working days for order processing, 10 working days for approval drawings, 10 additional days for engineer review/markup and revisions, 10 business days for delivery. All in, a conservative estimate to add to the leadtimes would be 35 working days (7 weeks).

Notes:

- Quote per this BOM based on bid docs dated 7-29-2024
- ABB/SVL makes no representation that the quoted product(s) comply with any US federal or state government imposed domestic product preference (e.g., Build America, Buy American).
 - Country of Origin for the products in this proposal:
 - Switchboards=Mexico
- Installation, startup and testing not included

Total net price for Above/Below BOM, freight allowed \$102,395.00

Bill of Material(s)

1	1	Switchboard, ReliaGear, RG-GM-CBSB-CTO Marks: (N) MSB-2
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2 Section(s) Service Entrance

ALL SALES ARE SUBJECT TO SVL'S TERMS AND CONDITIONS OF SALE, AVAILABLE AT
<https://www.svl.com/terms-and-conditions/>, apply to this proposal/sale. Sales & use taxes not included.
 Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements	Date: 8/5/2024
Attn: SitelogiQ	Location: 1650 Community Drive	SVL Quote #: 1102770E
Engineer: SitelogiQ	Notes: Electrical Scope – Section 262413 - Switchboards	Bid Date: 8/5/2024
Page(s): 2		Addendums:

Bill of Material(s)

	Estimated Shipping Weight:1443 lbs
1	Service Entrance Labeling 3P4W/480/277V/60Hz 2000A 65 kAIC Fully Rated Incoming Feed: Bottom Incoming Left Feeding Right Type 1 Enclosure Front/Rear Lineup Front Only Access Full Height Panel Bus Option
1	Hinged Wire Gutter Cover
1	EXcelerate Switchboard
1	ReliaGear Switchboard Lineup
	Estimated total factory connected wiring points for the lineup 77
1	Evolution Main Section 30W 35D 90H (Est.) lbs 641
1	Group Mounted Feeder ReliaGear Panel Section 40W 35D 90H (Est.) lbs 802
2	Bus Bracing 65000 AIC
2	Evolution - Fully Rated Copper Bus 1000 A/Sq. in.
2	Ground: Equipment U/L With Lugs
1	Full Height Side Barriers
	Main Breaker
1	2000A 3 Pole E2.2SF 100% Rated (2000A Frame) Indiv. Mtd. Main Manually Operated MAIN Programmer(EKIP Touch) LSIG
1	RELT
1	RELT-EKIP SIGNALLING 2K3
1	(4Q) AUXILIARY CONTACTS - 400V
1	(S51/2) Bell Alarm - 250V
1	PADLOCK IN OPEN POSITION
1	DC SUPPLY - 24V - 48V
16	Mechanical (2 Hole) AL Line Lugs
1	RGM2200 (Shark50B-X)
1	Current Transformer (3)
	Feeders
2	600A 3 Pole XT5H600 (600A Frame)
2	Manually Operated Programmer (EKIP DIP) LSI
4	Mechanical AL Load Lugs
1	600A 3 Pole XT5H600 SPACE
1	Manually Operated Programmer (TMA/TMD) LI
1	Mounting Hardware
4	225A 3 Pole XT4H250 SPACE
4	Manually Operated Programmer (TMA/TMD) LI



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements	Date: 8/5/2024
Attn: SitelogiQ	Location: 1650 Community Drive	SVL Quote #: 1102770E
Engineer: SitelogiQ	Notes: Electrical Scope – Section 262413 - Switchboards	Bid Date: 8/5/2024
Page(s): 3		Addendums:

Bill of Material(s)

4	Mounting Hardware
	Monitoring/Control Devices
1	Type 2 SPD HE 200/400 per Mode/Phase kA, 200KAIC
1	Power Supply Plate
	Others
8	Engraved Nameplates
8	Screw-On Nameplates
	Others
1	Lifting Brackets
1	Reliagear (C/B feeders only) 40X Bus Stack
4	Neutral Lugs
1	Bonding Jumper
18	Equipment Ground Lugs
1	Ground Lug

Cameron Sigecan / John Peterson

SVL, Inc.

651-324-3791

cams@svl.com



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements 2025	Date: 8/16/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R2
Engineer: SitelogiQ	Notes: CPN# 319611	Bid Date: 8/6/2024
Page(s): 1		Addendums:



CERTIFIED PROPOSAL NUMBER: R200401-MN-319611

Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

Daikin Air Handling Units

(22) Daikin CAH Indoor Air Handlers with: Tag: AHU-1,2,3,5,6,7,8,12,13,14,16,17,19,20,21,22,23,23A,24,25,37,39

- Tags as follows:

- AHU-1, Supply Airflow - 4,000 CFM @ 1.5" ESP
- AHU-2, Supply Airflow - 3,000 CFM @ 1.5" ESP
- AHU-3, Supply Airflow - 6,200 CFM @ 1.5" ESP
- AHU-5, Supply Airflow - 3,000 CFM @ 1.5" ESP
- AHU-6, Supply Airflow - 10,900 CFM @ 1.5" ESP
- AHU-7, Supply Airflow - 11,900 CFM @ 1.5" ESP
- AHU-8, Supply Airflow - 12,100 CFM @ 1.5" ESP
- AHU-12, Supply Airflow - 8,500 CFM @ 2" ESP
- AHU-13, Supply Airflow - 1,200 CFM @ 2" ESP
- AHU-14, Supply Airflow - 10,210 CFM @ 2" ESP
- AHU-16, Supply Airflow - 4,700 CFM @ 1.75" ESP
- AHU-17, Supply Airflow - 2,500 CFM @ 1.5" ESP
- AHU-19, Supply Airflow - 2,000 CFM @ 1.75" ESP
- AHU-20, Supply Airflow - 9,580 CFM @ 1.5" ESP
- AHU-21, Supply Airflow - 10,800 CFM @ 1.5" ESP
- AHU-22, Supply Airflow - 3,990 CFM @ 1.5" ESP
- AHU-23, Supply Airflow - 7,310 CFM @ 1.5" ESP
- AHU-23A, Supply Airflow - 2,000 CFM @ 1.5" ESP
- AHU-24, Supply Airflow - 11,900 CFM @ 1.5" ESP
- AHU-25, Supply Airflow - 12,120 CFM @ 1.5" ESP
- AHU-37, Supply Airflow - 11,500 CFM @ 1.5" ESP
- AHU-39, Supply Airflow - 11,500 CFM @ 1.5" ESP

- Cabinet Construction

- Units will be constructed of heavy gauge channel posts and panels secured with mechanical fasteners. All panels, access doors, and splits (ship sections) will be sealed via permanently applied bulb-type gasket.
- Cabinet Construction and access doors will be 2-inch thick; thermal broke double wall assembly with injected foam insulation.



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements 2025	Date: 8/16/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R2
Engineer: SitelogiQ	Notes: CPN# 319611	Bid Date: 8/6/2024
Page(s): 2		Addendums:

- Double Wall Construction will have an R-value of R-13
 - G90 inner liner galvanized steel
 - G90 outer panel galvanized steel
 - Solid inner liner
- All splits to ship with overlapping, full perimeter internal splice joint that is sealed with bulb type gasketing on both mating modules to minimize on-site labor and meet Daikin Construction Qualities
- Access doors will be flush mounted to cabinet with a minimum of two six inch long stainless steel piano-type hinges, latch and full size handle assembly.
 - Access doors on positive pressure sections (fan Sections), will have a secondary latch to relive pressure and prevent injury upon access.
- **8-inch formed G90 galvanized steel base rails on all AHUs except AHU-12, 13 14. AHU-12, 13, 14 have 10" base rails**
- Unpainted exterior
- 2-inch pleated MERV 8 Filter section.
 - Filter section will be accessible by door. We will provide side loading.
- Chilled water cooling coils with stainless steel drain pans, .020" copper tube, .0075" aluminum fins, galvanized steel casing
 - Each chilled water coil connect will extend a minimum of 5" beyond unit casing for ease of installation. Drain and vent connections will be provided exterior to the unit casing.
 - Fins will have a minimum thickness of 0.0075" aluminum plate construction. Fins
 - Coil tubes to be 0.020" nominal seamless copper tubes.
 - Chilled Water coil connections will be carbon steel with NPT threaded connections.
 - Chilled water casing to be a formed channel frame of galvanized steel
- Hot water coils with .020" copper tube, .0075" aluminum fins, galvanized steel casing
 - Each hot water coil connect will extend a minimum of 5" beyond unit casing for ease of installation. Drain and vent connections will be provided exterior to the unit casing.
 - Fins will have a minimum thickness of 0.0075" aluminum plate construction. Fins
 - Coil tubes to be 0.020" nominal seamless copper tubes.
 - Hot Water coil connections will be carbon steel with NPT threaded connections.
 - Hot water casing to be a formed channel frame of galvanized steel
- Direct Drive EC Plenum Fans with internal vibration isolation – 460/3/60 v/Hz/Phase
 - All units will have ECM, motorized impeller fan(s). Each fan assembly to include fan, fan base, and a motor and will be dynamically balanced by Daikin
 - Motor Control panels ship with each AHU. Either factory mounted or ships loose (depends on AHU configuration per schedule). Each panel will come with a low voltage terminal strip and will include terminals for Fan on/off, 0-10V Signal, and fan fault



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Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R2
Engineer: SitelogiQ	Notes: CPN# 319611	Bid Date: 8/6/2024
Page(s): 3		Addendums:

- Motor control panel shall come with a low voltage terminal strip and shall include terminals for Fan On/Off, 0-10V signal, and fan fault
- Each control panel will come with a fused disconnect
- Fan section will come equipped with motor control panel mounted on the fan section. Both line voltage and low voltage wiring will be done at the factor. Each fan will have an isolation switch.
- Motors are all brushless DC type with a permanent magnet rotor
- Inverter will be integral to the motor and come as an assembly
- Two Deck Multizone Units:
 - AHU-1. Multizone arrangement with low leak dampers per deck (hot deck and cold deck). 5 zones total
 - AHU-3. Multizone arrangement with low leak dampers per deck (hot deck and cold deck), 8 zones total
 - AHU-17, Multizone arrangement with low leak dampers per deck (hot deck and cold deck), 5 zones total
 - AHU-20, Multizone arrangement with low leak dampers per deck (hot deck and cold deck), 8 zones total
 - AHU-23, Multizone arrangement with low leak dampers per deck (hot deck and cold deck), 7 zones total
- Mixing Box with low leak dampers on AHU-6, 7, 8, 21, 23A, 24, 25, 37, 39
 - UltraSeal Low Leak Dampers with Parallel blade action
- Shipping splits as scheduled
- **All Air Handling Units Proudly Manufactured in Owatonna, Minnesota Local # 10 Labor**

Note:

- Temperature controls, air flow measuring stations, smoke detectors, valves, and actuators **NOT included.**
 - Actuators not included on multizone unit dampers (AHU-1, 3, 17, 20 and 23)

Total net price, standard build, freight allowed.....\$686,242.00
Check, Test, Startup and first year Parts and Labor Warranty by SVL\$23,595.00

Reference CERTIFIED PROPOSAL NUMBER: R200401-MN-319611
 Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

Sincerely,
Cameron Sigecan / John Peterson



To: Waconia Public Schools, ISD 110	Project: Waconia High School Ventilation Improvements 2025	Date: 8/16/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1102770R2
Engineer: SitelogiQ	Notes: CPN# 319611	Bid Date: 8/6/2024
Page(s): 4		Addendums:

SVL, Inc.

651-415-2565

cams@svl.com



To: Waconia Public Schools, ISD 110	Project: Waconia District Office Ventilation Improvements 2025	Date: 8/15/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1111460R1
Engineer: SitelogiQ	Notes: CPN# 320575	Bid Date: 8/13/2024
Page(s): 1		Addendums:



CERTIFIED PROPOSAL NUMBER: R200401-MN-320575

Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

Packaged Rooftop Unit

(1) **Aaon RNA-016 Packaged Rooftop Unit with:** Tag: **RTU-6**

- AAON Model No. RNA-016-C-A-GAA0C-J0AS0
- Double-wall, 2" R-13 foam-injected panel construction
 - All cabinet walls, access doors, and roof will be double wall, impact resistant, rigid polyurethane foam panels.
 - R-value of 13, foam to have minimum density of 2 pounds/cubic feet
 - G90 Painted galvanized steel on both sides and a thermal break.
 - Access doors with stainless steel piano hinges and quarter-turn lockable handles
- Sloped roof for drainage with rain break overhanging the access doors.
- Sloped 304 Stainless Steel drain pans
- R-545B Refrigerant, factory charged and tested
- AMCA Class II low-leak outside/return air economizer damper assembly made of extruded aluminum, hollow core, airfoil blades with rubber edge seals and aluminum end seals.
- Outside air opening bird screen and outside air hood
- Variable Capacity Compressor + 1 Two-Step Compressor
- 1 Row Hot Water Coil
 - One row, half serpentine circuitry, and 10 fins per inch
- Factory Installed and factory wired, non-fused disconnect switch
 - 10 kAIC SCCR Rating
- 2" thick, pleated panel filters with MERV 8 rating
- Condenser fan with EC motor head pressure control
- Direct-drive plenum supply fan with VFD
 - Shaft Grounding included
- Direct-drive plenum exhaust fan with VFD
 - Shaft Grounding included.
- 115v/1ph Factory wired convenience outlet.
- Condenser coil guard or hail resistant design with Condenser Coil Guards
- Remote safety shutdown terminals for field-provided smoke detector by others
- Field Installed DDC Controls by others.
- 1-year parts-only warranty, 5-year compressor warranty



To: Waconia Public Schools, ISD 110	Project: Waconia District Office Ventilation Improvements 2025	Date: 8/15/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1111460R1
Engineer: SitelogiQ	Notes: CPN# 320575	Bid Date: 8/13/2024
Page(s): 2		Addendums:

- 24" high insulated roof curb with R12 Insulation
- Manufactured in Tulsa, Ok.
- Startup and first year parts and labor warranty by SVL Service Corp

Note:

- Temperature controls, air flow measuring stations, smoke detectors, valves, and actuators **NOT included.**
 - Actuators not on the economizer dampers
- AAON RNA-016 Carries a rating of 11.17 EER and 15.19 IEER

Remote Air Cooled Condensing Unit and DX Coil

(1) Aaon CFA-013 Air Cooled Condensing Unit with:

Tag: **ACCU-4**

- AAON Model No. CFA-013-B-A-8-DA00L
- Cabinet walls, access doors, and roof will be made of G90 Painted Steel Panels
- Access to compressors and control components shall be through hinged access doors with quarter turn, lockable handles.
- 208/3/60, Condensing Unit to be provide with factory installed and factory wired, non-fused disconnect switch
 - 10 kAIC SCCR Rating
- 115V Convenience Outlet – field powered
- Two independent R-410A Circuits with two-stage compressors with capacities of 100% and 67%.
- Rubber vibration isolators for compressors mounted on an elevated compressor deck to help reduce any transmission of noise from the compressors
- Factory holding charge of R-410A Refrigerant and oil.
- Weather protected fan motors,, direct drive, semi-enclosed air over with thermal overload protection
- Field Installed DDC Controls by others
- Neoprene Isolators
- 1 year parts warranty
- Extended 5 year compressor parts warranty
- Start up and first year labor warranty by SVL Service

(1) Daikin DX Evaporator Coil with:

Tag: **ACCU-4 DX Coil**

- DX Coil to Pair with new AAON Model No. CFA-013-B-A-8-DA00L
- Dual Interlaced split coil (50/50) coil.
- Tubes will be 5/8" O.D. Copper, staggered in direction of airflow
- Wall thickness will be .020" nominal.
- Fin thickness will be .0075" aluminum.



To: Waconia Public Schools, ISD 110	Project: Waconia District Office Ventilation Improvements 2025	Date: 8/15/2024
Attn: SitelogiQ / ISD 110	Location: 1650 Community Drive Waconia, MN	SVL Quote #: 1111460R1
Engineer: SitelogiQ	Notes: CPN# 320575	Bid Date: 8/13/2024
Page(s): 3		Addendums:

- Fins will be ripple fin style
- Designed as identical replacement with McQuay Serial No. FBOU060500096
- 1 year parts warranty
- Extended 5 year compressor parts warranty

Clarifications:

- **Temperature controls were specified to be provided by the TC Contractor**
- **Refrigerant piping and specialties to be provided by the Piping Contractor**

Total net price, standard build, freight allowed.....\$91,710.00

Breakdown:

- ACCU-4: \$22,242
- DX Coil for ACCU-4: \$4,841
- Startup, parts and labor warranty for ACCU-4: \$3,143
- RTU-6: \$53,209
- Curb with r12 insulation, solid bottom: \$2,678
- Startup, parts and labor warranty for RTU: \$4,597

Reference CERTIFIED PROPOSAL NUMBER: R200401-MN-320575

Proposal is in accordance with Region 4 ESC Contract # R200401 available via OMNIA PARTNERS

Sincerely,

Cameron Sigecan / John Peterson

SVL, Inc.

651-415-2565

cams@svl.com

5.E. Ridgewater PSEO Contract

Ridgewater College
PSEO ADMINISTRATION CONTRACT
Fiscal Year 2025

Ridgewater College and School District 110 Waconia High School have determined that secondary students who have attained the Sophomore, Junior or Senior rank benefit from a post-secondary educational experience and, therefore, have entered into this contract for services. It is understood that this contract in no way limits the liability of the high school as the primary educational provider.

The cost to provide this educational service will be determined as follows:

1. The School District shall be invoiced at the rate of \$230.00 per semester credit, (which includes tuition, fees, textbooks and standard course fees)
2. I.S.D. will be invoiced on a semester basis and shall remit payment within 30 days of invoice date.
3. The school district will ensure that any student taking courses that require a laptop computer will have adequate computing resources provided to them by the I.S.D. or through their own resources to meet the course requirement.
4. Students may not register for a number of credits that would cause an overload status.
5. Expenses associated with providing disability accommodations are not reflected in the above costs. The cost of providing these accommodations will be handled on a student-by-student basis via a separate agreement.
6. Students will be subject to the policies and procedures of Ridgewater College.
7. The student must complete the POST-SECONDARY ENROLLMENT OPTIONS PROGRAM FORM with the assistance of the appropriate high school staff and submit the form to the Admissions Office at the appropriate Ridgewater College Campus.
8. Students are allowed to drop with a 100% refund through the 10th day of the semester. Withdrawals after the 10th day of the semester require full payment for the contracted amount.

The above named school district authorizes Ridgewater College to provide educational services for the school year beginning July 1, 2024 and ending June 30, 2025.

School District Authorized Representative:

Brian Gersich
Print Name

[Signature]
Sign Name

8/18/24
Date

dsiegler@isd110.org
Billing E-mail Address

Ridgewater College Representative

Date

RETURN TO: Ridgewater College
Business Office
2101 15th Avenue NW
Willmar, MN 56201

5.F. Receipts of Donation

6. **REPORTS**

6.A. Administrative Presentation: Pollinator Project at Laketown Elementary **Presenter:** Keith Baune, Principal, Laketown Elementary, and Tim Bisek, Director of Buildings & Grounds

Laketown Elementary Pollinator Plot

5/9/2024 – Finance Committee





Pollinators in the School

Pollinators bring us nearly 1 of every 3 bites of food we eat and are vital in the reproduction of nearly 80% of the flowering plants on the planet. Our food, our forests, our farms and our future need good pollinator-friendly practices – and school is a great place to start.



Laketown Elementary Pollinator Plot

.14 Acres

Area

 **0.14** acres

Perimeter

 **166** yds

Cost Breakdown

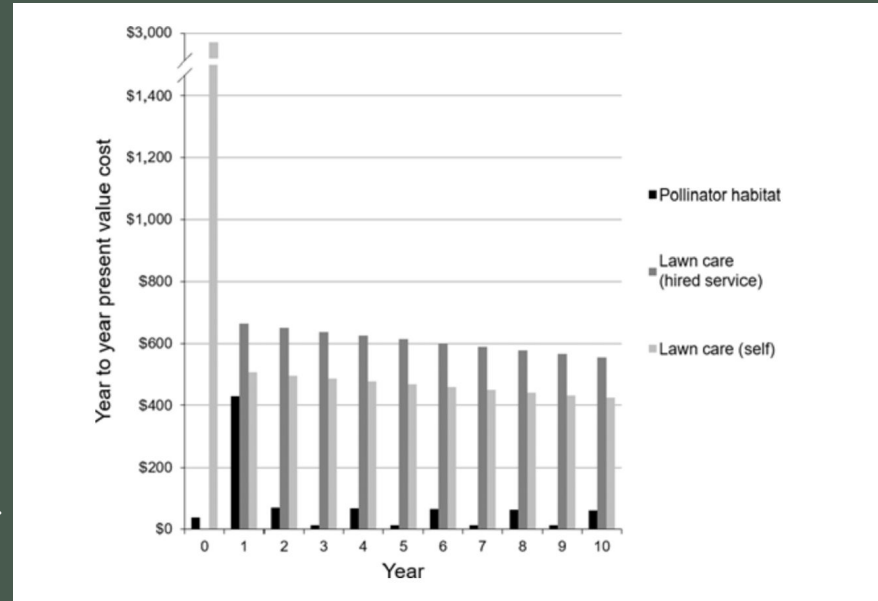
Total cost to convert .14 acres of Kentucky Bluegrass to Pollinator blend

<u>Cost</u>	Description
\$86.00	Pheasants Forever Monarch Pollinator Mix (.5 Acres)
\$44.00	(3) Applications of Glyphosate at recommended rate
\$280.00	Tractor and Tiller Rental
\$96.00	Signage
<u>\$485</u>	<u>Total Cost</u>

Turfgrass vs. Pollinator Savings

- On average, over a 10-y time frame, pollinator habitat was between 80 and 90% less expensive than maintaining lawns.
- Long term management consists of mowing or burning every 3–5 years

Janke, A. K., Tyndall, J. C., & Bradbury, S. P. (2021). Financial analysis of converting rural lawns to pollinator habitat. *Journal of Fish and Wildlife Management*, 12(1), 151-164.
<https://doi.org/10.3996/JFWM-20-047>



Average per acre year-to-year present value costs and annualized costs of three different land use and management options for rural lawns across a 10-y management horizon and a 2% discount rate on a hypothetical 1-acre midwestern parcel. Lawn care (self) includes expenses related to land owners or managers maintain a lawn on their own. Lawn care (hired) includes expenses related to contracted lawn care. Pollinator habitat includes expenses related to conversion of lawns to pollinator habitat in the midwestern United States. All costs are in USD 2020.

Project Funding

Pheasants Forever Pollinator Program Grant

- Pollinator Habitat Program will provide financial assistance and training for PF/QF chapters to engage youth, families and local communities in establishing pollinator habitat projects. The objectives of this program are to educate participants on the importance of pollinators and pollinator habitat as well as establish quality pollinator habitat projects.
- Carver County Pheasants Forever will pay for the entire project up front. The Chapter will then be reimbursed up to \$500.00 (i.e. seed cost, wildflower plugs, signs, site prep, educational materials, food/water for education day).



Laketown Pollinator Plot Phases

Phase 1 - July & September

Plot will be sprayed with Glyphosate to remove turfgrass

Phase 2 - Spring 2025

Plot will be tilled and a 3rd round of Glyphosate will be applied

Phase 3 - Spring 2025

Pollinator seed will be drilled into the soil

Phase 4 - Summer/Fall

Weed plot with help from the Waconia Conservation Club

Thanks!

Do you have any questions?

Ben Brettingen

Bpbrettingen@gmail.com

952.239.3829



6.B. Finance Report

Presenter: Ukee
Dozier

Transfers

	Transfers To	Transfers From
Security Bank	195,000.00	
	2,200,000.00	
	2,800,000.00	
Bond Disbursement		
OPEB EQUITY		
OPEB		
2018 COPS		
Hometown Bank		
AAC Proceeds		
2019 Lease (Tennis Court)		
2024 BONDS		441,393.76
OPEB Equity		
OPEB		300,000.00
PM-A Operating	441,393.76	2,200,000.00
	300,000.00	2,800,000.00
Refunding Bonds		
2017 COPS-US Bank		
PMA		
KleinBank General to Activities		
Old National		
Mid Country		195,000.00
LTFM Bond		
Facility Bond to Debt Service		
Total Transfers	5,936,393.76	5,936,393.76

Transfers

	Transfers To	Transfers From
Security Bank	2,700,000.00	
	1,500,000.00	
	500,000.00	
Bond Disbursement		
OPEB EQUITY		
OPEB		
2018 COPS		
Hometown Bank		
AAC Proceeds		
2019 Lease (Tennis Court)		
2024 BONDS		4,730.00
OPEB Equity		
OPEB		
PM-A Operating	4,730.00	2,700,000.00
		1,500,000.00
		500,000.00
Refunding Bonds	44,095.14	
2017 COPS-US Bank		
PMA		
KleinBank General to Activities		
Old National		
Mid Country		
LTFM Bond		
Facility Bond to Debt Service		
Total Transfers	4,748,825.14	4,704,730.00

WACONIA	REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES					WACONIA					July 30, 2024	
	REVENUE						July 30, 2024	July 30, 2023	July 30, 2022			
REVENUE CATEGORIES	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	July 30, 2023	July 30, 2022		
STATE	40,808,107	39,379,061	43,868,049	-	43,868,049	0.0%	-8.7%	-7.8%	(3,419,365)	(3,198,917)		
FEDERAL	1,312,610	1,252,781	804,000	-	804,000	0.0%	0.0%	-14.1%	-	(185,677)		
PROPERTY TAXES	9,562,770	10,147,625	10,364,532	377,689	9,986,843	3.6%	3.2%	13.7%	324,465	1,305,541		
LOCAL (FEES, INTEREST, ETC.)	1,401,557	1,626,096	1,396,025	(275,263)	1,671,288	-19.7%	-13.8%	-11.8%	(224,260)	(165,721)		
TOTALS	53,085,044	52,405,563	56,432,606	102,426	56,330,180	0.2%	-6.3%	-4.2%	(3,319,160)	(2,244,774)		
EXPENDITURES						July 30, 2024	July 30, 2023	July 30, 2022				
OBJECT SERIES	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	July 30, 2023	July 30, 2022		
SALARIES & WAGES	30,105,275	27,338,140	30,579,805	438,872	30,140,933	1.4%	1.7%	1.6%	461,746	486,094		
EMPLOYEE BENEFITS	11,428,690	10,341,932	11,816,186	206,420	11,609,766	1.7%	2.1%	2.1%	221,532	236,417		
PURCHASED SERVICES	7,021,355	7,422,485	8,159,259	604,822	7,554,437	7.4%	1.4%	4.9%	103,609	345,172		
SUPPLIES	2,109,245	1,689,600	1,712,115	(127,357)	1,839,472	-7.4%	-5.7%	4.7%	(96,267)	98,638		
EQUIPMENT	1,070,691	904,658	1,332,477	210,309	1,122,168	15.8%	17.0%	19.8%	153,347	211,794		
DEBT SERVICE	130,312	83,267	83,287	-	83,287	0.0%	0.0%	0.0%	-	-		
OTHER EXPENDITURES	360,341	252,164	393,144	24,755	368,389	6.3%	10.7%	9.6%	26,901	34,498		
TOTALS	52,225,908	48,032,247	54,076,273	1,357,822	52,718,451	2.5%	1.8%	2.7%	870,869	1,412,614		
PROGRAM SERIES						July 30, 2024	July 30, 2023	July 30, 2022				
PROGRAM SERIES	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	July 30, 2023	July 30, 2022		
SITE ADMINISTRATION	1,059,746	1,048,630	1,265,732	89,646	1,176,086	7.1%	8.7%	8.3%	91,336	88,398		
DISTRICT ADMINISTRATION	445,097	475,605	490,183	73,067	417,116	14.9%	16.1%	15.6%	76,443	69,638		
SUPPORT SERVICES	1,914,925	1,702,124	2,109,042	234,209	1,874,833	11.1%	11.7%	10.9%	199,881	207,833		
REGULAR INSTRUCTION	21,776,013	19,248,195	21,693,317	132,735	21,560,582	0.6%	0.5%	0.4%	103,621	91,101		
EXTRA-CURRICULAR ACTIVITES	2,010,489	1,932,517	2,122,036	(432,856)	2,554,892	-20.4%	-19.0%	-11.7%	(367,138)	(236,082)		
VOCATIONAL INSTRUCTION	564,801	516,688	550,798	2,192	548,606	0.4%	0.5%	0.4%	2,455	2,500		
SPECIAL EDUCATION	10,796,201	10,448,010	11,685,564	126,664	11,558,900	1.1%	1.2%	1.1%	128,670	118,976		
INSTRUCTIONAL SUPPORT	3,478,924	2,412,815	2,860,994	306,000	2,554,994	10.7%	9.7%	9.4%	233,566	327,759		
PUPIL SUPPORT SERVICES	4,469,513	4,923,029	5,475,650	16,368	5,459,282	0.3%	0.4%	0.8%	19,975	37,499		
FACILITIES	5,322,155	4,738,723	5,317,957	342,576	4,975,381	6.4%	7.4%	7.4%	352,452	391,668		
OTHER FINANCING USES	388,044	604,198	505,000	467,222	37,778	92.5%	4.9%	80.7%	29,608	313,324		
TOTALS	52,225,908	48,050,533	54,076,273	1,357,822	52,718,451	2.5%	1.8%	2.7%	870,869	1,412,614		

WACONIA	WACONIA	REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES	July 30, 2024
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ACTIVITY - OTHER FUNDS						July 30, 2024	July 30, 2023	July 30, 2022		
REVENUE	June 30, 2023	June 30, 2024	Adopted Budget	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	July 30, 2023	July 30, 2022
FOOD SERVICE	2,728,664	3,115,685	3,475,575	-	3,475,575	0.0%	0.0%	0.0%	-	23
COMMUNITY EDUCATION	3,763,349	4,066,559	4,015,267	99,589	3,915,678	2.5%	4.2%	14.3%	171,261	539,878
CONSTRUCTION	-	6,091,397	10,839,500	7,426	10,832,074	0.1%	0.0%	#DIV/0!	-	-
DEBT SERVICE	9,841,168	9,554,573	9,376,864	415,035	8,961,829	4.4%	5.3%	-3.7%	503,877	(368,939)
						July 30, 2024	July 30, 2023	July 30, 2022		
EXPENDITURES	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	July 30, 2023	July 30, 2022
FOOD SERVICE	3,413,744	2,995,232	3,597,627	106,860	3,490,767	3.0%	3.3%	2.4%	97,696	83,450
COMMUNITY EDUCATION	3,151,216	3,735,763	3,787,078	192,541	3,594,537	5.1%	4.9%	4.3%	183,978	135,797
CONSTRUCTION	-	1,810,364	15,239,314	-	15,239,314	0.0%	0.0%	#DIV/0!	-	-
DEBT SERVICE	9,413,981	9,396,831	9,328,000	1,618,926	7,709,074	17.4%	17.6%	18.8%	1,652,391	1,765,728
SUMMARY - ALL FUNDS						July 30, 2024	July 30, 2023	July 30, 2022		
SUMMARY	June 30, 2023	June 30, 2024	Adopted Budget	Expended YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	July 30, 2023	July 30, 2022
REVENUE	69,418,224	75,233,777	84,139,812	624,476	83,515,336	0.7%	-3.5%	-3.0%	(2,644,022)	(2,073,812)
EXPENDITURES	68,204,849	65,970,436	86,028,292	3,276,149	82,752,143	3.8%	4.3%	5.0%	2,804,933	3,397,590
SPENDING VARIANCE	1,213,376	9,263,341	(1,888,480)	(2,651,674)	N/A	N/A	N/A	N/A	(5,448,955)	(5,471,402)

7. **ACTION ITEMS**

7.A. Collective Bargaining Agreement with Waconia
Education Association 2023-2025

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

SUMMARY OF MEDIATED OFFERS
June 17, 2024

TENTATIVE AGREEMENTS

ISSUE 1 (WEA) – ARTICLE X, SECTION 7, COMPENSATION FOR TRAVEL BETWEEN BUILDINGS. Article X, Section 7 states: “The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator.” Article X, Section 7 also contains a chart listing one-way mileage between buildings. WEA and the District tentatively agree to amend the chart as follows with the express understanding that the following chart will be in effect for only two years and that new mileage calculations will be applied when regular routes are available because current road construction projects are completed.

	Southview	Bayview	Laketown	WMS	WHS	ESC/WEC	WLC	Transitions
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WEC	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	.1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

ISSUE 7 (WEA) – ARTICLE XVII, SECTION 2, DEFINED CONTRIBUTION PROGRAM. WEA and the District tentatively agree to amend Article XVII, Section 2, subdivision 1, to read as follows:

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

Years of Service in District	District Matching Contribution
Probationary	No District Match.
Continuing contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match

17-20 yrs.	\$2,400 Match
21 + yrs.	\$2,825 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

ISSUE 9 (WEA) – MASTER CONTRACT ATTACHMENT E. WEA and the District tentatively agree to amend Attachment E, Section 3, subdivision 4, as follows:

Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

ISSUE 13 (DISTRICT) – *TENTATIVE AGREEMENT* (FLEX LEARNING DAYS).

ISSUE 15 - (WEA) - ARTICLE IX, SECTION 2, BASIC COMPENSATION. WEA and the District tentatively agree to amend Article IX, Section 2, as follows:

WEA PROPOSAL: Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year’s credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in ~~2022-2023~~ 2023-2024, the annual salary including the career increment equates to a ~~4.25%~~ 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45.

ISSUE 19 (WEA) – *TENTATIVE AGREEMENT* (LANE ADVANCEMENT). WEA and the District tentatively agree that teachers who qualify for a lane advancement under the contract in 2023-2024 or in 2024-2025 will receive the lane advancement specified in the contract. (WEA states that the average cost of lanes over the past three years was \$76,820.)

ISSUE 2 (WEA) – ARTICLE XI, SECTION 8, INSURANCE COMMITTEE (see end of this document)

ISSUE 9 (WEA) – PRESCHOOL TEACHERS AND TIER 1 TEACHERS. School readiness instructors will be governed by the language of Article XVII but will not be placed on the ECFE wage scale. School readiness instructors will receive the same percentage increase to their current wage as all other teachers.

Tier 1 teachers will be governed by the language Article XVII; however, consistent with past practice, Tier 1 teachers will continue to be paid at Step B under the BA lane of the contract and will receive the same percentage increase that K-12 teachers receive. The parties will add language

to the contract stating; “Tier 1 teachers are in a probationary period of employment so long as they are working under a Tier 1 license.”

ISSUES 18 AND 21: FINANCIAL IMPROVEMENTS. These improvements apply to all teachers, including ECFE and preschool teachers.

2023-2025 Contract

- 2023-2024:
 - No steps in 2023-2024.
 - Lane movement for eligible teachers.
 - For 2023-2024, a 2% one-time, off-schedule payment to each 1.0 FTE teacher who completed the school year, based on applicable salary schedule for that year. The amount will be prorated for part-time teachers.
 - Increase the career increment for regular teachers from 4.25% to 4.5%, as noted in the tentative agreement above.

- 2024-2025:
 - One step for eligible teachers in 2024-2025.
 - Lane movement for eligible teachers.
 - For 2024-2025, a 2% one-time, off-schedule payment to each 1.0 FTE teacher based on salary schedule for that year. The amount will be prorated for part-time teachers.
 - A 10% increase to the amount of the District’s health insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
 - Add a 2.5% career increment for ECFE teachers who are on Step-6.

2025-2027 Contract

- 2025-2026:
 - One step for eligible teachers in 2025-2026.
 - Lane movement for eligible teachers.
 - 3% increase to existing wages.
 - 10% increase to the amount of the District’s insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
 - Increase the career increment for regular teachers from 4.5% to 4.75%.

- 2026-2027:
 - One step for eligible teachers in 2026-2027.
 - Lane movement for eligible teachers.
 - 5% increase to existing wages.

- 10% increase to the amount of the District’s insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
- An extra step for eligible teachers halfway through the duty year.

Contingency: WEA’s approval and ratification of the 2023-2025 contract is subject to, and wholly contingent upon, the School Board’s approval and ratification of both the 2023-2025 contract and the 2025-2027 contract. If the School Board does not approve and ratify the 2025-2027 contract, there is no agreement on the 2023-2025 contract.

ISSUE 24: Defined Contribution Program (District Matching Benefits)

Effective July 1, 2024, the District proposes to amend Article XVII, Section 2, Subdivision 1, by increasing the amount of the District matching contribution by \$100.

Effective July 1, 2026, the District proposes to amend Article XVII, Section 2, Subdivision 1, by increasing the amount of the District matching contribution by \$100.

**MEMORANDUM OF AGREEMENT:
Insurance Advisory Committee Guidelines**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 110 (“District”) and Waconia Education Association (“WEA”).

WHEREAS, WEA is the exclusive representative of teachers employed by the District, and the District and WEA are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, WEA and the District are entering into this MOA to establish an insurance advisory committee (“Committee”) and guidelines for the committee;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, WEA and the District agree as follows:

1. **Establishment of Committee.** The District will establish the Committee, which will be advisory in nature. The District’s Director of Human Resources will lead the committee. The District will invite each work group to have at least one representative participate on the Committee. Examples of work groups include, for example, Administration, Clerical, Confidential, Supervisors and Coordinators, Community Education, Custodial, Educational Support Professionals, Unaffiliated, Nutrition Services, Principals, and Teachers. When possible, newly selected insurance advisory committee members should attend a meeting with the current member prior to beginning their term.

2. **Committee Member Requirements.** Committee members commit their time to attend all meetings. Meetings will be held outside the duty day. Committee members should have a genuine interest in working as part of the Committee to make recommendations to the District regarding benefits. Committee members are encouraged to volunteer their time on the Committee for a minimum of one school year.

3. **Goals.** The following are goals of the insurance advisory committee: (a) to collaboratively work together to ensure the District’s insurance benefits meet the diverse needs of all the District’s employees; (b) to identify and resolve issues using a team, problem-solving approach in a high-functioning committee environment; (c) to respect fellow committee member viewpoints and utilize any differences as opportunities for growth and improvement; (d) to learn together while promoting open communication and transparency while working towards the best possible result; and (e) to ensure competitive insurance pricing through a bid process in accordance with the frequency established by law.

4. **Committee Meetings.** The Committee will endeavor to meet at least four times per year. Each meeting will last no more than one hour. Committee members are encouraged to provide topics for the agenda and make suggestions for speakers and other resources. Agenda topics should be provided to the Director of Human Resources one week before the meeting.

5. **Committee Recommendations.** The Committee will make recommendations for the School Board’s consideration.

6. **Duration.** This MOA will take effect on July 1, 2024, and will remain in effect until June 25, 2025. This MOA will expire on June 25, 2025, unless the parties affirmatively act to extend the MOA.

7. **No Precedent or Past Practice.** This MOA does not establishes a precedent or practice or alters any established precedent or practice arising out of or relating to the CBA between the District and WEA. This MOA is separate from, and not part of, the CBA.

8. **Entire Agreement.** This MOA reflects the entire agreement between the parties related to the establishment of the Committee and guidelines for the Committee. Neither party has relied on any statements or promises that are not set forth in this document. No changes in this MOA are valid unless they are in writing and signed by both parties.

WACONIA EDUCATION ASSOCIATION

WEA President

Date

INDEPENDENT SCHOOL DISTRICT NO. 110

School Board Chair

Date

School Board Clerk

Date

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 110

WACONIA, MINNESOTA

AND

WACONIA EDUCATION ASSOCIATION

Effective Dates: July 1, 202~~1~~3 through June 30, 202~~3~~5

Ratified by the WEA _____. Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND WEA
MASTER AGREEMENT**

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Exclusive Representative” or “Association”) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Waconia Education Association as the exclusive representative of teachers employed by Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of the Agreement.

Section 2. Representation: The exclusive representative shall represent all the teachers of the school district as defined in this Agreement and in P.E.L.R.A.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees the terms does not mean educational policies of a school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Teacher: “Teacher” shall mean any person as defined by current Minnesota statutes.

Section 3. School Board or School District: For purposes of administration of this agreement, the word/term District/School shall mean the School Board or its designees.

Section 4. Communications Representative: The President of the Waconia Education Association will be the communications representative on behalf of the exclusive representative.

Subd. 1. Terms and Conditions of Employment Representatives: The teachers shall be represented by the WEA President and the WEA Negotiations Team in all matters involving terms and conditions of employment related to this Agreement.

Section 5. Term: Term is defined as a division in a school year during which instruction is regularly given to students (i.e. Trimester, Semester or Year).

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and these and other managerial rights, unless expressly delegated in this Agreement, are reserved to the School District.

Section 2. Management Responsibilities: The School District has the right and obligation to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V

TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Personnel Files: Pursuant to Minn. Stat. § 122A.40, subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her request. A teacher will be notified in writing of all evaluative material added to his/her file. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 4. Assignment Changes: A written notification by a building administrator of a change in grade level or subject taught should be submitted to the affected teacher by May 15. Extenuating circumstances such as a late resignation, new staff acquisition or budget considerations may necessitate this timeline not being adhered to.

Section 5. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. When a bargaining unit member has so authorized a dues deduction, such authorization shall only be canceled by the School District upon written notice of termination of the authorization in writing from the Association.

The Association hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments, and executions, or other forms of liability, which any person may have or claim to have, now or in the future, arising out of or by reason of the deductions of the request for dues check-off.

Section 6. Other Rights: Nothing contained herein shall be construed to deny or restrict any teacher of any rights under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI

ASSOCIATION RIGHTS

Section 1. Association Representative: Representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations. Any non-employee representative of the Association will contact the building administrator upon entering the building.

Section 2. School Building and Facilities: The Association shall have the same rights to such usage of school equipment, buildings and facilities as is permitted by Board policy relating to any other private organization, and subject to the right of the School District to assess charges for such usage consistent with the policies relating to private organizations. This shall not apply during any period in which a strike of teachers is occurring.

Section 3. Bulletin Boards: The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students.

Section 4. School Mail: The Association shall have the right to reasonable use of the School District mail service, teacher mail boxes, e-mail, and regular communication sheets to communicate with teachers in quantities which do not interfere with the regular school mail operation.

Section 5. Information: The parties agree that the Association shall have access, upon reasonable notice, to such information as required by law necessary for the Association to exercise its responsibilities as Exclusive Representative. Copies of School Board agendas for meetings not permitted by law to be private shall be furnished the Exclusive Representative in advance of such meetings, and copies of approved School Board open meeting minutes will be furnished to the representative.

Section 6. Association Leave: The Exclusive Representative shall be entitled to five days paid leave as of the beginning of each school year, noncumulative, for the purpose of attending meetings or other functions of the Exclusive Representative. The Exclusive Representative shall be entitled to three additional days, noncumulative leave for the same purposes, provided the Exclusive Representative reimburses the school district for required substitute teacher expenses. In addition to the eight identified association leave days, the Exclusive Representative shall be entitled to five days, noncumulative, leave for the same purposes, provided the Exclusive Representative reimburse the school district in the amount of 1/184 of the absent teacher's annual salary on or before the date such leave is taken. The President of the Association shall designate individuals to attend such meetings or functions and must give the Superintendent at least three days written notice prior to the utilization of such leave. The days specified in this Section may be taken outside of the school year (i.e., during winter, spring and summer breaks) with mutual agreement between the Exclusive Representative and Superintendent that such time would be mutually beneficial for both parties. Leave under this Section shall be limited to a maximum of five teachers per day.

During each school year, the school district shall grant a waiver of non-curricular, non-professional training assignments (e.g., bus duty, hallway duty, lunch duty, school committees) for the reigning WEA President. On non-student contact days, the school district shall grant such WEA President a waiver of his/her attendance at non-curricular, non-professional training events.

If the Exclusive Representative and the school district jointly agree to enter contract mediation (i.e., negotiation of the terms and conditions of a labor contract), then the leave provided under this Section shall be increased in the amount necessary to allow attendance at such contract mediation by all members of the negotiations' team. Teachers filing a grievance, or on whose behalf a grievance has been filed, shall not be entitled to leave with pay under this provision for time absent to attend any meeting, hearing or other activity connected with such grievance.

ARTICLE VII

WORKING CONDITIONS

Section 1. Basic Day: The full-time teacher's basic day, exclusive of lunch, shall be seven and one-half hours. The basic work day or work week may be changed, providing the number of hours per week shall not be increased, to allow greater flexibility in scheduling at the building level. Buildings will use non-instructional time for professional development, professional learning communities, review of student data, teacher preparation and planning time, or other needs as determined at the building level. Teachers shall be afforded a minimum of 30 days' notice for any work day that exceeds 8 hours (exclusive of 30 minute duty free lunch).

In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the teachers' basic day to attend to other professional teaching responsibilities requiring their attention. Faculty meetings will be scheduled – days and times (may begin 30 minutes prior to the start of the teacher day) – by building leadership teams. The tentative schedule will be established by September 15 for the first trimester and December 15 for the second trimester and March 15 for the third trimester. Teachers are to remain for a sufficient period after the close of the pupil school day to attend to those matters which properly require attention at that time.

Section 2. Part-Time Teachers: Part-time teachers are teachers whose daily teaching assignment is less than full-time (1.0 FTE). Part-time teachers will receive the equivalent rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .5 teacher would receive .5 of mentioned conditions).

Extra time (beyond the employee's contracted FTE) related to required open house attendance, district wide work days, district wide in-service days, and building wide parent/teacher conferences will be compensated on an hourly rate as per their step and lane placement if it extends beyond their equivalent FTE. Administrative pre-approval is required and part-time teachers are responsible for requesting this extra pay within 30 days of providing the service.

Section 3. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board. Opportunity shall be afforded the Association to meet and confer with the Board prior to any change in the specific hours at an individual building. Teachers shall be informed of any change in building hours at least two weeks prior to the change.

Section 4. Duty Free Lunch: Teachers shall have a duty free lunch period of not less than 30 minutes except in cases of emergency as determined by the School District. If the day is shortened, the duty free lunch time may be shortened.

Section 5. Preparation Time: The School District will provide each teacher a duty free preparation time during the student day. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during a given day. Preparation time should be approximately 50 minutes per day. Where possible, it is preferred that these minutes be consecutive.

Section 6. Parent-Teacher Conferences and Open Houses: Scheduled school-wide parent-teacher conferences occurring beyond the teacher school day shall be compensated by an exchange of teacher work time. Open Houses held during the workshop week will be compensated by an equal exchange of teacher work time during that week.

Teachers who are absent from a scheduled school-wide parent-teacher conference or open house due to illness may use sick leave hours to receive compensation for the time absent or they may work with their building principal/director to arrange an alternative parent-teacher conference/open house schedule.

Section 7. Children of Teachers: Teachers may enroll their children in the building in which they teach regardless of residence.

ARTICLE VIII

TITLE I

Section 1. Lead Teacher Position: The Title I Lead Teacher will receive a prorated rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .3 lead teacher would receive .3 of mentioned conditions) of all non-Title I teachers addressed in this agreement.

Section 2. Teacher Rate of Pay: The hourly rate of pay for Title I teachers will be as follows:

	<u>1-2 Yrs.</u>	<u>3-5 Yrs.</u>	<u>6+ Yrs.</u>
202 13 /202 24	\$23.00	\$25.00	\$27.50
202 24 /202 35	\$23.00	\$25.00	\$27.50

Section 3. Unrequested Leave of Absence:

Subd. 1. There will be two separate seniority lists for Title I teachers. One list will include only the Title I Lead Teacher. The second list will include all Title I teachers including the lead teacher.

Subd. 2. All other provisions of the negotiated agreement unrequested leave provisions apply to Title I teachers including timelines, procedure for layoff and procedure for reinstatement.

Section 4. Insurance Provisions: Title I teachers will have the option to participate in the insurance programs at their own expense if permitted by the insurance carrier. Title I teachers scheduled an average of 22.5 hours per week (at least 720 hours per school year) shall be eligible for a District contribution towards such insurance as provided to ECFE and **Preschool** teachers in Article XVIII, Section 8 of this Agreement.

Section 5. Leave of Absence:

Subd. 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this Act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Subd. 2. Sick Leave: Fifteen days of sick leave will be granted to Title I teachers each full year of employment. Unused sick leave may be accumulated to 20 working days. Part time teachers will be prorated based on the percentage of full time each teacher works.

Sick leave may be granted for reasons of personal illness or family illness. Repeated or systematic use of sick leave may require a certificate from a physician at the request of the School District.

Subd. 3. Personal Leave: One personal day per year will be granted to each Title I teacher and must be used in the school year in which it is earned. The written request should be submitted to the building principal one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District.

Additional personal leave may be granted as approved by the School District and will be deducted from sick leave.

Section 6. Retirement Contributions: Title I teachers shall be members of the Minnesota Teacher Retirement Association Pension Plan.

Section 7. Benefits: Title I teachers shall not be eligible for the school district severance pay benefits or wellness bonus.

Section 8. Leaves: Leaves for illness, emergencies and other extenuating circumstances may be granted for up to one year.

Section 9. Federal Funds: The parties recognize that the Title I program is a federally funded supplemental program which is offered by the Board of Education at no cost to the school district. Further, the parties recognize that the Board has the right to continue, modify or discontinue the program based on the educational needs of the School District and the availability of federal funds.

ARTICLE IX

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A and B, attached hereto, shall be a part of this Agreement for the 202~~13~~-202~~24~~ school year and of the 202~~24~~-202~~35~~ school year. Teachers shall advance on the salary schedule one step for each year of full-time employment (reference Art. IX, Section 5, Subd. 2), subject to the right of the School District to withhold increment or lane change salary increases in individual cases for just cause; provided, however, written notice of such salary increase denial is given to the teacher prior to April 1, and prior to April 1 the teacher has been notified, in writing, of possible unsatisfactory service and has had the opportunity to have consulted and worked with his/her immediate supervisor in raising the level of job performance. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure.

Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year's credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in 202~~23~~-202~~34~~, the annual salary including the career increment equates to a ~~4.25%~~ 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.

Section 3. Status of Salary Schedule: In the event a successor contract is not executed prior to commencement of the ~~20235-20246~~ school year, teachers shall be compensated in accordance with the last individual contract executed between the teacher and School District until such time that a successor agreement is executed.

Section 4. Lane Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the superintendent.

Subd. 2. College Credits: Credits to be considered for application on any lane of the salary schedule must be (1) applicable toward an advanced degree or fifth year program and (2) in the field of the teaching assignment, unless otherwise approved by the superintendent. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. Credits beyond the M.A. level need not be part of an advanced degree program. No more than six video credits obtained from an accredited university may apply towards a lane change.

Subd. 2A. Credit Values: Reference to credits in this Article shall mean quarter credits or their equivalent. One semester credit is equal to one and one-half quarter credits.

Subd. 3. Professional-Development Credit: Teachers satisfactorily completing approved professional-development training programs will receive credits for such activities as follows:

- a. A teacher may apply a maximum of six professional-development credit hours in each 15 credit educational lane change.
- b. Teachers enrolling in professional-development programs shall be required to provide proof of completion.
- c. For the purpose of educational increment credit, clock hours for all professional-development activities shall convert, using the guidelines as follows:

6 or less clock hours = 1/2 quarter credit hour

7 – 13 clock hours = 1 quarter credit hour

14 – 20 clock hours = 2 quarter credit hours

21 – 27 clock hours = 3 quarter credit hours

28 – 34 clock hours = 4 quarter credit hours

Subd. 4. Prior Approval: All college or professional development training credits in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course or professional development activity.

Subd. 5. Effective Date: The training level of the teacher as of August 31 will be the basis of pay for that school year except eligible credits submitted by December 15 and March

31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the responsible administrator by the submission of an official transcript prior to the above mentioned dates. If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. Employees may change lanes on the following dates: August 31, December 15, or March 31.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the master's degree or higher degree lane only if the degree program is germane to the teaching assignment and the degree program is approved in writing by the superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 8. Prior Experience: A teacher new to the District may be placed on a step and lane of the salary schedule up to full credit for prior teaching experience in another school district(s) accredited by a recognized accrediting agency.

- a. Teachers may also be granted credit for related full-time work experience in the area of their teaching assignment. Related work includes such experience as a computer teacher working in the area of computers and vocational instructors working in their area of vocational certification.
- b. Experience credit may be granted for teaching experiences in foreign countries and teacher exchange programs prior to employment with the school district.

Section 5. Step Advancement:

Subd. 1. Leave Experience: Teachers obtaining contracted employment while on unrequested leave or on leave to teach in a foreign country or teacher exchange program will accrue experience credit upon completion of equivalent teaching time.

Subd. 2. Experience Credit: To receive a year of credit for experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least half-time (0.5 FTE or more) during the year in order to receive credit for a year's experience. Part-time teachers assigned to less than half-time (0.499 FTE or less) shall advance on the salary schedule when they have obtained the equivalent of one year of teaching. Salary increases will be processed as of the next salary lane change date (August 31, December 15, March 31).

Part-time teachers in the School District who subsequently become full time teachers who before they have qualified for a full year of experience under the terms of the first paragraph of this subdivision are subject to the following provisions: Such teachers will receive one year's experience credit if their part time experience totals at least .5 or half time. If their part time experience totals less than .5 or half time at the time they become a full time teacher, they do not receive one year of experience credit for their part time work.

A full-time teacher who has been appointed to a position by the school district in lieu of their regular duties shall be compensated at the regular rate of pay and advance on the salary schedule.

Section 6. Absence Without Leave: In case of absence without leave, the teacher shall repay the School District the full amount of 1/184 of the annual salary for each day's absence. In the case of absence without leave for less than a full school day, the repayment may be prorated as determined by the superintendent. Repayment must be made prior to the first payday following discovery of the unauthorized absence or the appropriate amount will be deducted from such salary, check. Nothing herein shall be construed to waive or limit from the school district's right to pursue its remedies against such teacher under Minn. Stat. § 122A.40.

Section 7. Substitute Teachers: Substitute teachers shall be compensated pursuant to school district policy.

Section 8. Pay Periods: Salary payments shall be issued using direct deposit on the 15th and last day of each month. If either pay day falls on a weekend or a holiday, the salary payment will be deposited on the preceding business day.

ARTICLE X

EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

Section 2. Extra-Curricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 202~~13~~-202~~24~~ school year, and the wages and salaries reflected in Schedule D, attached hereto, shall be part of this Agreement for the 202~~24~~-202~~35~~ school year.

Subd. 1. Extra-curricular positions shall be offered to qualified, as determined by the school district, licensed staff members if the position becomes vacant.

Subd. 2. Positions held by a person outside of the school district teaching staff shall be compensated at a rate determined by the school board not to exceed the rates reflected in Schedules C and D for the position.

Section 3. Additional Employment Compensation:

Subd. 1. Summer school shall be compensated at an hourly rate of \$30.00 per hour for the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years.

Subd. 2. Curriculum writing shall be compensated at a rate of \$30.00 per hour for the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years.

Subd. 3. Teachers who perform an extension of their regular duties, as directed by the superintendent, over and above the basic number of duty days, shall be compensated at their regular rate of pay under schedules A and B on a pro-rata basis for extra services.

Subd. 4. Homebound teaching will be compensated at a rate of \$30.00 per hour for the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years. Mileage and prep time compensation are additional.

Subd. 5. Targeted services will be compensated at a rate of \$30.00 per hour for the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years.

Subd. 6. The rates of pay in Section 3 become effective the day the 202~~13~~-202~~35~~ contract has been accepted by the Association and the Board and remain in effect until the next contract is signed.

Section 4. Creation of Extra-Curricular Positions: The school board reserves the basic right to create new extra-curricular positions and establish the compensation for such positions through the meet and confer process unless negotiations are open.

Section 5. Substitute Compensation: Members of the bargaining unit who substitute for another teacher during their preparation time shall be paid at the rate of \$40.00 per period (not to exceed 60 minutes) or \$45.00 per period (not to exceed 70 minutes) for the term of this Agreement. A 30 minute period will be compensated at \$20.00 for the term of this Agreement. A teacher will receive a \$50.00 incentive payment for every five (5) times that he/she substitutes for another teacher during their preparation time for a 60 or 70 minute class period. A teacher will receive a \$25 incentive payment for every five (5) times that he/she substitutes for another teacher for a 30 minute class period. Substitute assignments for fewer than 30 minutes do not qualify for incentive pay.

Incentive payments will be paid on December 31 (substitute services provided through November 30) and July 15 (substitute services provided from December 1 through the last day of the school year).

Members of the bargaining unit who teach (including all lesson planning, grading, etc.) an additional class (minimum of a 60 minute duration) during their preparation time for sixteen consecutive days or more for the same absent teacher will be paid a prorated amount of the overload rate found in Article X, section 8, subd. 2. Teachers receiving compensation pursuant to this paragraph are not eligible to receive incentive pay in addition to the prorated overload rate.

Section 6. Extra Duties Compensation:

Subd. 1. The School District will determine extra duties requiring chaperones and supervisors. The School District will determine the number of chaperones and supervisors required for duties and will determine the chaperone/supervisor assignment schedule.

Subd. 2. The School District will determine the minimum number of chaperones

/supervisors required to complete the duties in a given school year. Each year, teachers will have the first opportunity to sign for chaperone/supervisor duties with no maximum number determined.

Teachers signing for these duties have the responsibility to meet the School District’s assignment schedule needs and, if necessary, can be assigned a duty.

If the minimum number of chaperones/supervisors required to complete the duties in a given year is not met by teachers signing, the School District will provide other School District employees the opportunity to sign for the duties until the minimum number is reached.

Subd. 3. Chaperones and supervisors shall be compensated at \$16.00 per hour per person for up to four hours. For every 35 hours of accumulated service a chaperone or supervisor will receive a \$50.00 stipend. The service hours for the stipend must be documented and approved by an administrator.

Subd. 4. Any event exceeding four hours will be contracted by the administrator or designee with the teacher or volunteer. All chaperoning and supervising of varsity football games will be paid a minimum of four hours service.

Subd. 5. Each year, teachers signing for chaperone and supervisor duties will be required to attend a maximum of a two hour training session for no pay to assist them in performing their duties.

Subd. 6. Teachers who are required to supervise the lunchrooms will receive one adult lunch on the days they are required to supervise the lunchroom in their assigned building.

Section 7. Compensation for Travel Between Buildings: The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator. One-way mileage will be as follows:

	Southview	Bayview	Laketown	WMS	WHS/WL €	ESC/WEC
Southview		0.5 miles	1.7 miles	1.5 miles	1.75 miles	1.0 mile
Bayview	0.5 miles		1.8 miles	1.5 miles	2.1 miles	1.4 miles
Laketown	1.7 miles	1.8 miles		2.7 miles	3.2 miles	2.1 miles
WMS	1.5 miles	1.5 miles	2.7 miles		0.6 miles	1.0 mile
WHS/WLC	1.75 miles	2.1 miles	3.2 miles	0.6 miles		1.6 miles

ESC/WEC	1.0 mile	1.4 miles	2.1 miles	1.0 miles	1.6 miles	
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	Southview	Bayview	Laketown	WMS	WHS	ESC/WEC	WLC	Transitions
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WEC	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	.1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

Section 8. Overload Assignment: Teachers who are currently assigned to classroom instruction may volunteer to teach an overload assignment under the following arrangements: An overload assignment is the assignment of an additional course to a volunteering teacher in lieu of a supervision assignment and/or preparation time. Teachers will receive additional pay for an overload assignment. The school district will determine the use of either the supervision assignment or preparation time. The overload assignment may be a trimester, semester or quarter in length. A maximum class size of 27 students will be allowed in an overload assignment.

Subd. 1. The school district will determine the need to offer an overload assignment. The building administrator will meet with the department to problem solve the overload assignment and discuss possible teachers interested in volunteering for an overload assignment.

An overload assignment will be based on the following criteria:

- Appropriate licensure
- Experience and expertise with the course content
- Least recently assigned
- Most senior

Subd. 2. Rate of Pay: Overload assignments will be paid at a yearly rate of \$7,815 for a 40-45 minute class period and \$15,630 for a 70 to 90 minute class period. If the overload is not a year-long class, the amount will be pro-rated based on the length of the term. The payment of the overload assignment will be made during the same term as the overload assignment.

Section 9. National Board Certification: Teachers who are National Board Certified in one or more areas will receive \$1,000 annual stipend at the end of each school year they remain certified.

ARTICLE XI

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Section 2. Insurance:

Subd. 1. The School District shall contribute under this subdivision an insurance coverage allowance not to exceed the following monthly amount:

Year	Effective Date	Single Coverage	Single + One Coverage	Family Coverage
202 13 -202 24	9/01/202 13	\$767.13	\$1,185.91	\$1,476.88
202 24 -202 35	9/01/202 24	\$767.13 <u>\$843.84</u>	\$1,185.91 <u>\$1,304.50</u>	\$1,476.88 <u>\$1,624.58</u>

Full-time teachers shall be required to purchase at least single coverage health insurance. Any additional cost of the premium(s) shall be borne by the teacher and paid by payroll deduction. For teachers not on continuing contract, school district coverage becomes effective the first day of employment.

Teachers working one-half time or more may elect to purchase dental insurance. Any amounts remaining after purchasing at least single coverage health insurance will be paid as a salary addition.

Subd. 2. Part-Time Teachers' Coverage: Part-time teachers under contract, excluding Title I and substitute teachers, shall be eligible for health insurance as listed:

- .5 to .7 FTE will receive 75% of the district contribution,
- .71 to .85 FTE will receive 85% of the district contribution,
- .86 to .99 FTE will receive the school district's full contribution for health insurance.

The balance of the premium cost shall be paid by the teacher through payroll deduction.

Part-time teachers under contract employed less than one-half time shall not be eligible for district contribution under this section.

Subd. 3. Where married spouses are both teachers in the school district, and both are eligible for a district contribution towards health insurance and enrolled in the district health insurance plan, then they may pool their district insurance contributions. Married teachers without insurance eligible children will each qualify for the district contribution provided

for a single + 1 health insurance plan and married teachers with insurance eligible children will each qualify for the district contribution provided for a family health insurance plan.

Any balance remaining after married spouses have pooled their district contributions towards a health insurance plan may be applied toward the district dental insurance plan with any amount remaining returned to the school district.

Section 3. Income Protection Insurance (Disability Insurance): The School District shall pay the premium for the current income protection plan in effect in the School District for each full-time teacher.

Section 4: Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are 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.

Section 5: Term Life Insurance: The school district shall provide a \$50,000 term life insurance policy for each full-time teacher who is employed by the school district and covered by this Agreement.

Section 6: Duration of Insurance Contribution:

Subd. 1. A teacher is eligible for board contribution as provided in this Article as long as the employee is employed by the School District as a teacher. Upon termination of employment as a teacher, all board participation and contribution shall cease, effective on the last day of the final pay period. Teachers shall be permitted to continue coverage upon termination of employment only as provided by law applicable to teachers.

Subd. 2. Teachers who apply for early retirement, or have retired, shall be eligible to remain in the existing group health and hospitalization insurance program. Teachers who have completed at least fifteen (15) years of continuous service within the School District and are at least fifty-three (53) years of age, shall be eligible for district contribution of \$578.34 per month for the 2021-2022 (September 1, 2021 through August 31, 2022) and 2022-2023 (September 1, 2022 through August 31, 2023) school years toward such insurance coverage up to the age of Medicare eligibility. It is the responsibility of the teacher to make arrangements with the school business office to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

Section 7. Availability of Policy: A copy of the medical hospitalization insurance policy and income protection plan shall be available in the District Office for examination by any teacher upon request.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all eligible employees covered by this agreement.

Section 2. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of 112.5 hours (7.5 hour duty days x 15 days) each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Teachers that are scheduled for less than full time assignments shall receive proportionate sick leave consistent with their scheduled day.

All used sick leave will be calculated on an hourly rate basis with 7.5 hours equaling one day for a full-time teacher. The used sick leave will be figured at an hourly rate that is rounded up to the nearest hour.

Unpaid leave of thirty (30) days or less will not affect a full-time teacher's annual sick leave accrual. Unpaid leave of more than thirty (30) days will result in an adjusted FTE and sick leave accrual for that school year. (For example: 184 duty days minus 40 unpaid days = 144 days. 144 duty days equates to a 0.78 FTE. Teacher's annual sick leave would be calculated using the 0.78 FTE for that school year.) This understanding will be administered for part-time teachers on a prorated basis according to their FTE.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 900 hours (7.5 hour duty day x 120 days) of sick leave per teacher.

Subd. 3. Full-time teachers who have completed at least fifteen (15) years of continuous service with the School District, are at least fifty-five (55) years of age, and provide a written notice of retirement to the School District no later than March 1 that is effective at the conclusion of the school year, will automatically receive a deposit equal to 100% of the balance of the teacher's accrued and unused sick leave into a Minnesota State Retirement System (MSRS) Health Care Saving Plan (HCSP) at the rate of seventy-five dollars (\$75.00) per day up to a maximum of one-hundred and thirty-five (135) days. A part-time teacher will be eligible for a deposit in accordance with this subdivision in a prorated amount proportional to their employment. The deposit will be made within sixty (60) days following the teacher's last date of employment. The School District's only obligation is to make the contribution to the MSRS HCSP as agreed to in this subdivision and no claim shall be made against the School District as a result of the MSRS HCSP.

Upon the teacher's death, any contribution owed but not yet paid to the HCSP will be paid in cash to the teacher's designated beneficiary.

Subd. 4. Sick leave shall be allowed by the School District whenever a teacher's absence is found to have been due to illness or disability which prevented his/her attendance at school and performance of duties on that day or days or as otherwise allowed under the provisions of this Section. Pursuant to Minn. Stat. § 181.9413, teachers shall be allowed sick leave for illness/injury involving the teacher's child.

Subd. 5. Sick leave may also be used for illness/injury involving the teacher's spouse, domestic partner living in the home, parent or guardian, stepparent, sister, brother, mother or father-in-law, grandparents and grandchildren. The specific amount of leave allowed under this Section shall be within the discretion of the superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 6. In the event of concern on the part of the School District regarding abuse of sick leave, the School District may require the teacher to furnish a medical certificate from a qualified physician indicating such absence was due to illness or disability, in order to qualify for sick leave pay.

Subd. 7. In the event that a medical certificate will be required the teacher will be so advised at the time the illness or disability is reported, or within a reasonable time after such report. If the report validates the absence, the District will reimburse any out of pocket expenses borne by the teacher.

Subd. 8. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 9. Each teacher will be notified at the beginning of each school year as to his\her accumulated number of sick leave days.

Subd. 10. When a teacher is injured on the job in the service of the School District and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Subd. 11. A teacher in the School District shall be permitted to utilize the annual 15 day accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual.

Subd. 12. Sick Leave Bank: A sick leave bank is established under the guidelines printed below:

(a) Participation Requirements:

1. Teachers must be full-time to participate in sick bank.
2. Qualified teachers must contribute to sick bank to participate in the WEA Sick Leave Bank.
3. Qualified teachers must contribute by September 30 if the contract is within 30 days of contract ratification of a negotiation year. Qualified teachers must contribute by Sept. 30 of a non-negotiation year. Newly hired qualified teachers must contribute by September 30 if hired prior to the start of the school year within 30 days of hiring during the school year.
4. Qualified teachers may not participate in the sick bank leave unless they have met the requirements identified above.
5. Teachers who have become part-time during the membership period due to staff reductions are still eligible to withdraw from the Sick Leave Bank for the same number of membership periods they contributed to the bank.

(b) Administration of Bank:

1. WEA will administrate the bank with two representatives from each building and one nonvoting administrator (hereinafter referred to as the "Committee").
2. WEA is responsible for notifying qualified teachers of the participation eligibility.

(c) Contribution to Bank:

1. Teachers can contribute only one day per voluntary membership period to the sick bank.
2. The WEA is responsible for receiving the membership in the sick bank.

(d) Committee identifies and receives voluntary membership into WEA Sick Leave Bank

1. Contributed days will not impact the wellness bonus.
2. Contributed days not refundable.
3. Complete individual sick bank form and submit to the District Office.

(e) Teachers who contribute to sick bank may participate in the WEA Sick Bank Leave.

- (f) Committee forwards new members to Business Office by October 5th of each year.
- (g) Business Office and Committee verify WEA Sick Leave Bank Database.
- (h) Maximum number of available sick bank days is 140 days per year for each member of the association.
- (i) Business office removes donated sick leave day from individual teachers upon receiving database.
- (j) Written application for a teacher to use the sick bank is made to Committee.
 - Personal appearance by teacher and another spokesperson may be necessary.
- (k) The Committee will decide on the application and number of days allocated from the WEA Sick Bank Days.
 - 1. The Committee’s decision is non-grievable.
 - 2. Complete request donation form and submit to the District Office.
 - 3. Proper use of sick leave is required as documented in Article XII.
- (l) When the sick bank reduces to 20 days in the membership period, the Committee will return to the WEA for new voluntary membership.

Section 3. Personal Leave:

Subd. 1. Each teacher will be granted personal leave days based on their completed years of experience in the school district according to the following schedule:

0- 10 8 years	2 days
11 9-20 years	3 days
21+ years	4 days

The online request should be submitted to the building principal/department director at least one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District with the following table to be used to determine the number of teachers who may use personal days on a given day.

<u>Number of Teachers per building</u>	<u>Number of Teachers on Personal Leave</u>
0-40	3
41-50	4

51-60	5
61-70	6
71-80	7

A maximum of 3 days of personal leave may be carried over to the next school year.

Subd. 2. No later than seven (7) calendar days before the last teacher work day, the School District shall provide each teacher with notice of their total amount of unused personal leave days accrued that year in accordance with subdivision 1 above and carried forward from the previous year. Upon notice to the district’s Human Resources Department on or before the last teacher workday, full-time teachers will be eligible to elect reimbursement for unused personal leave days as a cash payment at the rate of \$150.00 per day.

A part-time teacher will be eligible to elect reimbursement for unused personal leave days in accordance with this subdivision in a prorated amount proportional to his/her employment.

If a teacher elects reimbursement for unused personal leave days as a cash payment under this subdivision, then his/her total unused personal leave will be reduced in accordance with such election.

Subd. 3. A teacher may be granted additional personal leave days by the School District for situations which arise that cannot be attended to when school is not in session and which are not covered under other leaves. The School District may:

- (a) approve an additional personal leave day and require the teacher to pay the School District the cost of a substitute teacher,
- (b) approve an additional personal leave day and require the teacher to repay the School District the full amount of 1/184 of the annual salary for each day’s absence.

Section 4. Bereavement Leave:

Subd. 1. A teacher shall be granted leave because of death in his/her immediate family; the specific amount of time to be subject to the discretion of the School District considering the circumstances surrounding the death.

Subd. 2. For purposes of this Section, the immediate family means the teacher’s spouse, domestic partner living in the home, child, parent, or guardian, stepparent, sister, brother, mother or father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, and uncle. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3. In the case of death of anyone not specifically addressed by Subd. 2, seven and one-half (7.5) non-accumulative hours of bereavement leave will be granted to a teacher each school year. Teachers scheduled less than full time shall receive proportionate bereavement leave consistent with their scheduled day.

Subd. 4. All leave time granted with pay under this Section shall be deducted from the teacher's accumulated sick leave.

Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making application for child care leave shall inform the Human Resources Department in writing of intention to take the leave at least 90 calendar days before commencement of the intended leave. A teacher will also provide at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

If a child care leave is occasioned by adoption, the teacher shall inform the Human Resources Department in writing of intention to take the leave at the earliest possible date. A teacher will also provide at the time of the leave application, a statement from the adoption agency indicating the expected date of delivery.

Subd. 3. If the reason for the child care leave is occasioned by adoption or the birth of the teacher's child, a teacher may elect to:

- (a) Request up to 6 calendar weeks of accumulated sick leave,
- (b) Request up to 12 months leave of absence without pay,
- (c) Request up to a combination of (a) and (b) not to exceed 12 months.

A teacher shall be eligible for sick leave benefits for pregnancy related conditions up to the day on which her child care leave is to commence. Sick leave may not be taken while the teacher is on child care leave.

Subd. 4. The School District may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of a term, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be reemployed in a position which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. Such premiums shall be payable in advance monthly. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the school district pursuant to this Section.

Subd. 10. Leave under this Section shall be without pay or fringe benefits.

Section 6. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume his/her normal responsibilities.

Subd. 3. A teacher who fails to comply with the provisions of this Section or who fails to seek a leave as provided in this Section shall be terminated by the School District. If a teacher is not granted a medical leave of absence or a renewal of a medical leave of absence, at the discretion of the school district, such teacher's employment will be terminated.

Section 7. Professional Leave: A teacher may be granted leave to attend conferences, workshops, seminars or other functions which are related to such teacher's teaching assignment and which, in the judgment of the administration, would benefit the teacher and students. The duration of such leave shall be at the discretion of the superintendent.

Section 8. Military Leave: Military leave shall be granted to a teacher pursuant to applicable law.

Section 9. Extended Leave of Absence: A teacher may be granted an extended leave of absence pursuant to Minn. Stat. § 122A.46.

Section 10. Jury Duty: Any teacher called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the teacher is required to be in court. The teacher shall receive all pay and other benefits that would have accrued had he/she been teaching during the period of absence for jury duty, less all per diem allowances paid by the court.

Section 11. Insurance Application: A teacher on leave under Sections 5 and/or 6 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as said teacher wishes to retain commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 12. Experience Credit: A teacher on leave under Section 5 and/or 6 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had accrued at the time leave commenced for use upon said teacher's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this Section. Leaves under this section shall be without pay or fringe benefits with the exception of accumulated sick leave.

Section 13. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall maintain seniority based on date of employment.

ARTICLE XIII

MEET AND CONFER

Section 1. Meet and Confer: The School Board will meet and confer with the Association pursuant to P.E.L.R.A.

Section 2. Representatives: The teachers shall select representatives to meet and confer with a representative or committee of the board on matters not specified under Minn. Stat. § 179A.08, subd. 2 relating to services provided to the public.

Section 3. Facilities: The Board shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once each four months if either party makes a request for such meetings.

ARTICLE XIV

TEACHER EVALUATION

Section 1. Evaluation: Probationary teachers will be evaluated annually. At least three observations will be conducted with prior notice. Continuing contract teachers will be evaluated annually. All evaluations will include, but are not limited to at least one observation, where prior

notice of the observation has been given. A follow up conference concerning each observation will be held within ten working days.

A copy of the evaluation will be shared at a conference, with the teacher having an opportunity to include a written comment. A copy of the written evaluation shall be placed in the teacher's personnel file. Criteria for the evaluation will be pursuant to Minn. Stat. § 122A.40, subd. 8.

Section 2. Teacher Evaluation Policy: The School District will maintain a district policy related to teacher evaluation. Opportunities shall be afforded the exclusive representative to meet and confer regarding any modifications in the teacher policy prior to Board action for a revision.

Section 3. Peer Coaching and Assistance: Teacher peer coaching and assistance is intended to enhance the professional growth of teachers involved in the program. Teachers will be able to access the peer coaching and assistance program as defined by district policy. In no case may information gathered through the district's Peer Coaching Program be used to form the basis for any disciplinary action or used to judge the competency of a given teacher.

Section 4. Teacher Discipline and Discharge: Disciplinary actions may be imposed on teachers for just cause and are subject to the grievance procedure established by this contract.

Subd. 1. Discipline shall include only the following, but not necessarily in this order:

- > oral reprimand
- > written reprimand
- > suspension
- > discharge

Subd. 2. The School District shall not meet with a teacher for the purpose of questioning the teacher during an investigation that may lead to discipline without first offering the teacher an opportunity for representation from the Association. If the teacher waives the right to such representation, he/she must do so in writing prior to the questioning. The teacher shall be advised of the nature of the allegations prior to the questioning.

Subd. 3. Oral reprimands shall be clearly identified as such at the time the disciplinary action is administered.

Subd. 4. A copy of a written reprimand shall be given to the teacher prior to having such reprimand placed in the personnel file.

Subd. 5. The School District shall not discharge a permanent teacher without just cause.

Subd. 6. In order that no unwarranted disciplinary action will be taken against a teacher, the school district will make a full and comprehensive investigation of any alleged violation of this agreement, the district policies and regulations, and state and local laws. If preliminary investigation indicates there will be sufficient cause for possible disciplinary action, the involved teacher will be so informed that the investigation will continue and that

the teacher may be involved in the investigation. The School District reserves the right to suspend any teacher with pay during an investigation.

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to June 1 of each school year, establish the number of school days and teacher duty days for the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years, and teachers shall perform services on those days as determined by the school district, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. Opportunity shall be afforded the Exclusive Representative to meet and confer in regard to the calendar prior to adoption. There shall be 184 teacher duty days for both the 202~~13~~-202~~24~~ and 202~~24~~-202~~35~~ school years, with a minimum of 6 teacher workdays.

Section 2. Emergency Closing: In the event a teacher duty day is lost due to an emergency school closing, the following procedure will be implemented:

- a) teachers are not required to report on emergency closing days;
- b) teachers will not be required to make up the first two emergency closings as called by the School District in a given year;
- c) the School District has the right to require teachers to make up emergency closing days beginning on the third closing day in a given year. If a day is made up, the School District will determine whether the day will be an instructional or non-instructional day;
- d) if emergency necessitates a late start or early dismissal, teachers are able to arrive late in accordance with the length of the time in delay, and leave when students have departed;
- e) if a school closing occurs during a teacher's unpaid leave of absence of thirty days or more, then the teacher will not receive school closing pay.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of more than two emergency days, the School District further reserves the right to modify the length of the school day or calendar as the School Board shall determine, provided that the total number of hours per week shall not exceed the hours worked during a regular five day week.

Subd. 2. The WEA President and the WEA Negotiations Team shall be afforded an opportunity to meet with the School District to discuss any changes in the calendar or the length of the workday.

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this Article is to implement the provisions of Minn. Stat. § 122A.40, subd. 10, which, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this Article, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. “Teacher” means a member of the appropriate unit as defined in this Agreement.

Subd. 3. “Qualified” shall mean a teacher who is licensed in the subject matter category and has successfully taught such subject matter category within the past five years in the school district, except that nothing herein stated shall prevent the School District from making incidental assignments in subject matters for which a teacher is licensed to complete the teacher’s schedule provided it shall not exceed two class assignments per day. Teachers on special assignment as of June 1, 2003, and beyond, shall be considered qualified pursuant to their certification and need not have taught in their subject matter within the last 5 years.

These incidental assignments may be made regardless of the teacher’s placement or lack of placement on the seniority list only if they do not place a more senior staff person on unrequested leave.

Subd. 4. Non-Aligned Classes: Teachers teaching classes for which there is no specific certification shall be placed on a separate identified seniority list commencing with the first day of teaching in that assignment.

Subd. 5. A teacher may not be assigned into an area for which a seniority list is established, at the expense of others on the list, if the assignment exceeds the “incidental” two period assignment.

Subd. 6. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list commencing with the date they begin the additional assignment.

Subd. 7. A teacher who is employed by the District in an area for which they are licensed or in a non-aligned seniority category, and who has successfully taught the majority of his/her classes in that area for 3 consecutive years, shall maintain seniority in that area even though his/her teaching assignment may change to another area or certification on the seniority list.

Subd. 8. “Subject Matter” shall mean teachers in the following categories:

Elementary Categories: (1) Elementary Teacher; (2) Title I; (3) Academically Talented; (4) Computer; (5) Kindergarten; (6) ECSE.

Secondary Categories: (1) Agriculture; (2) Business Education; (3) Family/Consumer Science; (4) Industrial Education; (5) Language Arts; (6) Mathematics; (7) Science; (8) Social Studies; (9) Health; (10) Drivers Education; (11) Computer; (12) Academically Talented; (13) Work Experience Coordinator.

K-12 Categories: (1) Health Coordinator; (2) Speech Clinician; (3) Unique Learner Coordinator; (4) Physical Education; (5) Adaptive Physical Education; (6) Vocal Music; (7) Instrumental Music; (8) Library Media Specialist; (9) LD; (10) MMMI; (11) DCD; (12) EBD; (13) Title I Lead Teacher; (14) ESL Teacher; (15) School Psychologist; (16) Occupational Therapist; (17) Autism Teacher; (18) DHH; (19) School Social Worker; (20) Licensed School Nurse; (21) School Counselor; (22) Physical Therapist; (23) Art; (24) Reading; (25) French; (26) Spanish.

It is understood that for seniority purposes coordinators of work study programs (e.g., T & I, Distributive Education, etc.) will be considered as part of the subject matter area most closely related to the teacher's current assignment.

Subd. 9. "Seniority" means the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher commencing with the first day of actual service in the School District and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other leaves of absence. Part-time continuing contract teachers who are members of the appropriate unit shall have seniority pursuant to this Article, except the seniority of all part-time teachers shall be subordinate to full-time continuing contract teachers within areas of subject matter category. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list, commencing with the date they begin the additional assignment.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the School District and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd. 10. "School Board" means the local governing board of the school district.

Section 3. Unrequested Leaves of Absence:

Subd. 1. The School District may place on unrequested leave of absence for a period not exceeding three calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the school district.

Subd. 2. Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons and with the opportunity for a hearing applicable to unrequested leave.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter categories covered by this Agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category, except under provisions of Article XVI, Section 2, Subd. 3 and 5.

Subd. 4. In the event of a staff reduction affecting teachers whose first date of employment commenced on the same date, and have equal seniority, seniority shall be determined by the signing date of their initial employment contract. If the teachers' signing date is the same then the selection of the teacher for the purposes of discontinuance shall be determined by the following: 1. The offer date of employment. 2. The teachers' years of total experience including out of district experience.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his/her name and address with the school district Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher who shall have 20 calendar days from the date of such notice to accept reemployment prior to August 1. After August 1, until three days before the beginning of the teacher work year, the teacher will be required

to respond within a ten working day period of time. If the ten days extend to within three working days of the start of the teacher work year, the teacher will need to respond prior to three days before the first teacher duty day. Failure to reply in writing within the required period or accept such reemployment offered if equal to that existing at the time of placement on unrequested leave, shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. A teacher who has been placed on unrequested leave, but who then accepts a position less than that in effect at the time of being placed on unrequested leave, shall have rights of reinstatement up to the amount equal to that existing at the time of being placed on unrequested leave.

Subd. 5. If a teacher is offered a teaching position that is less than that which they had at the time of being placed on leave, and refuses that position, this does not negate their being offered the position the following year, if they are senior to the person currently holding the part-time position.

Subd. 6. Reinstatement rights shall automatically cease five years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 7. A teacher on leave of absence under this Article shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon his/her return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave.

Section 5. Establishment of Seniority List:

Subd. 1. On or before October 1 of each school year the School District shall cause a seniority list (by name, date of employment, qualification and subject matter category) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District and send one copy to the WEA President to be distributed to each building's representative.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 30 days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Within 30 calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of service, or new employees. Such yearly

revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 4. If seniority language changes affect teacher assignments, those changes will go into effect at the next natural break agreeable to the Association and the Board or its designee.

Section 6. Dual Licensure: Notwithstanding any language in this Article to the contrary, a teacher who is hired and appropriately licensed to teach a grade level or class shall maintain the license for the grade or class for which they were hired. In the event a teacher does not keep the license for the grade level or class for which they were hired current, or surrenders a license, the teacher shall have no seniority in the position for which they were hired and the District shall not be required to reassign or realign a teacher position to create a position for such teacher.

Section 7. Effect: This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by this Agreement or other Agreement affecting such licensed employee.

ARTICLE XVII

CAREER TRANSITION TRUST

Section 1. Introduction, Explanation, Retirement Notification: The purpose of the Career Transition Trust (hereafter called “PLAN”) is to encourage teachers to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the School District.

The PLAN will require participation by the teacher coupled with a matching contribution from the school district.

A teacher will notify the District of the intention to retire by March 1 for retirement at the end of the school year. Teachers will be approved for a mid-school year retirement with a 60 day notice. Modifications to this notification deadline may be made between the Superintendent and an individual teacher in the event that this notification is not possible due to extenuating circumstances.

Section 2. Defined Contribution Program (District Matching Benefit):

For purposes of calculating “Years of Service” under this Section, the parties shall recognize experience consistent with the terms of Article IX, Section 5, Subd. 2 as follows: To receive credit for a year of experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least 4 clock hours per day of duty time and 75% of the district’s scheduled duty days during the year in order to receive credit for a year’s experience. Part-time teachers that do not qualify for a full year of experience shall achieve a “Year of Service” when they have obtained the equivalent of one year of teaching.

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

2023-2024

<u>Years of Service In District</u>	<u>District Matching Contribution</u>
Probationary	No district match.
Continuing Contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match
17-20 yrs.	\$2,400 Match
21+ yrs.	\$2,825 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~
~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

2024-2025

<u>Years of Service In District</u>	<u>District Matching Contribution</u>
Probationary	No district match.
Continuing Contract-4 yrs.	\$525 <u>\$625</u> Match
5-8 yrs.	\$900 <u>\$1,000</u> Match
9-12 yrs.	\$1,400 <u>\$1,500</u> Match
13-16 yrs.	\$2,200 <u>\$2,300</u> Match
17-20 yrs.	\$2,400 <u>\$2,500</u> Match

21+ yrs. ~~\$2,825~~\$2,925 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~
~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

Subd. 2. Eligibility: Continuing contract teachers employed one-half time or more shall be eligible for a pro-rata share of the School District's matching contribution, excluding Title I and substitute teachers.

Subd. 3. Administration of PLAN-Defined Contribution Program (District Matching Benefit):

- a) Benefits Cannot be Accumulated: The District Matching Benefit will begin when the teacher initiates an eligible investment program.

A teacher may elect to contribute to the selected program more than the School District Matching Benefit.

The District Matching Benefit cannot be accumulated on a year-to-year basis if a teacher elects to begin participation after the first year of eligibility.

- b) Definition – Years of Service: Years of service shall mean completed years of accumulated full-time equivalent service in District 110, including current school year, as defined in Article XVII, Section 2.

Years of service shall be measured as of July 1 each year.

- c) Plan Year Begins September 1: The annual year for the District Matching Benefit contribution shall be September 1 through August 31. Changes in District Matching Benefit amounts, based on years of service, shall occur on September 1 of each year.

- d) Plan Must Comply with Federal and State Laws: The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

Subd. 4. Selection of Vendors: When considering vendors under federal Internal Revenue Code section 403(b), the School District and the Exclusive Representative shall consider all of the factors set out in Minn. Stat. § 123B.02, subd. 15(b).

Subd. 5. Vendors: Participation in the benefits of this Article is limited to teachers who select one of the following vendors:

Ameriprise Financial
Educators Financial Services, Inc.
Horace Mann

VOYA Financial
Thrivent Financial
Edward Jones

Additional vendors may be utilized with pre-approval by the School District's business office.

Section 3. Retiree Insurance: Refer to Article XI, Section 6, Subd. 2 for District insurance contribution benefit available to retirees.

ARTICLE XVIII

EARLY CHILDHOOD FAMILY EDUCATION, PRESCHOOL, AND TIER I TEACHERS

Section 1. Applicable Staff: The provisions of this Agreement shall apply to Early Childhood Family Education (ECFE) and Preschool teachers employed by the Community Education Program of this School District, except as otherwise noted in this Article.

Section 2. Contract Rights: The parties agree that pursuant to Minn. Stat. § 122A.40, "A license which is required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of teacher for the purpose of Minn. Stat. §§ 122A.40 or 122A.41, subd. 1(a)." Thus, ECFE and Preschool teachers do not have continuing contract rights provided by Minnesota Law.

Section 3. Probationary Period: ECFE and Preschool teachers shall serve a probationary period of three school years from their first day of actual service. After completion of the probationary period, the teacher may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 4. Seniority: After completion of the probationary period, ECFE and Preschool teachers shall accrue seniority from their first day of continuous service. ECFE and Preschool teachers shall have a separate seniority lists and shall have employment rights only within the ECFE and Preschool programs. Other district teachers shall not have bumping rights into the ECFE and Preschool programs.

Section 5. Working Conditions: Recognizing the unique nature of the ECFE and Preschool teachers' program, which is delivered via a nontraditional duty day and duty year, the parties agree that Article VII, Working Conditions, does not cover ECFE and Preschool teachers' employment. Instead, the parties agree to the following:

The School District will determine the hours of assignment, including instructional time, non-instructional time, and preparation time. Non-instructional time will be used for teacher preparation and planning time and other needs as determined at the department level. The School District will provide each ECFE and Preschool teacher with a duty free preparation time on student days in an amount equal to or greater than the amount of time provided to non-ECFE and Preschool teachers covered under this Agreement. Where possible, it is preferred that these minutes be consecutive. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during a given day.

When additional hours are available, the Community Education Director in conjunction with the Early Childhood Program ~~Supervisor~~ Manager shall determine which of the staff is properly licensed for the position. In the event two or more teachers are qualified, the assignment shall be offered in seniority order, not to exceed a maximum of forty hours per week.

When it is necessary to reduce the number of ECFE and Preschool teachers, the release shall be in reverse seniority order. ECFE and Preschool teachers whose hours are reduced, or who are laid off, shall be given at least 7 calendar days' notice prior to such reduction/layoff. If a teacher is provided with less than a 7 day notice due to a cancelled class, then he/she will be compensated for 35% of the previously assigned hours for such class in the form of an alternate assignment that has been mutually agreed upon by the teacher and the Early Childhood Program ~~Supervisor~~ Manager.

Section 6. Leaves of Absence:

Subd. 1. ECFE and Preschool teachers shall earn sick and bereavement leave on pro-rata basis equivalent to that accrued by K-12 teachers and are eligible for personal leave. Such leaves shall be granted pursuant to Article XII, Sections 2, 3, and 4 of this Agreement.

Subd. 2. ECFE and Preschool teachers who work at least 1120 hours per year shall be eligible for four (4) paid holidays: Thanksgiving, Christmas, New Year's Day, and Presidents' Day.

Subd. 3. Additionally, ECFE and Preschool teachers are eligible for the following leave provisions in Article XII of this Agreement: Section 1, Family and Medical Leave Act; Section 5, Child Care Leave; Section 6, Medical Leave; Section 7, Professional Leave; Section 8, Military Leave; Section 9, Extended Leave of Absence; and Section 10, Jury Duty.

Section 7. Teacher Evaluation: ECFE and Preschool teachers shall be covered by all provisions contained in Article XIV, Teacher Evaluation.

Section 8. Group Insurance: ECFE and Preschool teachers will have the option of participating in the insurance programs at their own expense if permitted by the insurance carrier.

Subd. 1. The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Subd. 2. Full-time ECFE and Preschool teachers (at least 1,120 hours per school year) shall be eligible for a District contribution toward the cost of the premium for the current District health insurance plan as indicated below. The cost of the premium not contributed by the School District shall be borne by the teacher and paid by payroll deduction.

Plan	202 13 -202 24 (9/1/2 13 -8/31/2 24)	202 24 -202 35 (9/1/2 24 -8/31/2 35)
Single	\$ 767.13 per month	\$ 767.13 <u>843.84</u> per month
Single+1	\$1,185.91 per month	\$ 1,185.91 <u>1,304.50</u> per month
Family	\$1,476.88 per month	\$ 1,476.88 <u>1,624.58</u> per month

Part-time teachers who are scheduled an average of at least 22.5 hours per week (720 hours per school year) will receive a pro rata share of the School District’s contribution for health insurance.

Subd. 3. ECFE and Preschool teachers may use any dollar amounts not used for medical/hospitalization insurance coverage for payment of their dental insurance. The District’s dental insurance program is the only eligible dental program. Any remaining unused dollar amounts remain with the ECFE and Preschool teacher as salary.

Section 9. Salary Schedule:

202~~23~~-202~~34~~

Step	Teacher	Teacher w/M.A.
1	\$30.02	\$32.24
2	\$30.97	\$33.32
3	\$31.94	\$34.41
4	\$32.95	\$35.54
5	\$34.03	\$36.74
6	\$35.12	\$37.97

202~~24~~-202~~35~~

Step	Teacher	Teacher w/M.A.
1	\$30.02	\$32.24
2	\$30.97	\$33.32
3	\$31.94	\$34.41
4	\$32.95	\$35.54
5	\$34.03	\$36.74
6	\$35.12	\$37.97

Effective July 1, 2024, ECFE Teachers who are on Step 6 will receive a career increment equal to 2.5% of their wage at Step 6.

Section 10. Lane Placement on Salary Schedule: To be considered for application on the salary schedule, a master’s degree must be conferred by an accredited university and deemed germane to an ECFE and Preschool teacher’s assignment unless otherwise approved by the superintendent or his/her designee.

Section 11. Official Transcript and Lane Change Effective Date: The educational level of an ECFE and Preschool teacher as of August 31 will be the basis of pay for that school year except eligible master degrees conferred by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to the educational level of an ECFE and Preschool teacher shall be made to the Human Resources Department by the submission of an official transcript that shows that a master's degree has been conferred prior to the above-mentioned dates. If an official transcript is not available by these dates, other satisfactory evidence of the award of a master's degree will be recognized pending the receipt of an official transcript. ECFE and Preschool teachers may move to the master's degree lane on the following dates: August 31, December 15, or March 31.

Section 12. End of Employment: ECFE and Preschool teachers who complete fifteen (15) years of service may cash out up to fifteen (15) unused accumulated sick leave days at the time they retire or resign their employment with the District.

Section 13. Defined Contribution Program (District Matching Benefit): ECFE and Preschool teachers will be eligible for a District contribution to a 403(b), as established in provisions of Article XVII, Section 2, Subd. 1 with the following criteria:

- a. A teacher who works at least 1120 hours per year will receive the district matching contribution in the following school year.
- b. Teachers working less than 1120 hours per year will receive the district matching contribution in the year following accumulation of 1120 hours.

Section 14. Additional Provisions: In addition to the provisions outlined in this Article, the following Articles in this Agreement shall also apply to ECFE and Preschool teachers: Articles I, II, III, IV, V, VI, XI-Section 3, XI-Section 5 (full-time ECFE and Preschool teachers only), XII, XIV, XV-Sections 2 and 3 only, XVIII, and XIX. Those Articles not noted do not apply to ECFE and Preschool teachers.

ARTICLE XIX

MISCELLANEOUS

Section 1. Mileage Allowance: Mileage reimbursement will be established by the School Board on a district-wide basis.

Section 2. Teacher Restrooms: Where existing facilities permit, teacher restrooms, separate for each sex and separate from the students' restrooms, shall be provided.

Section 3. Parking Facilities: Adequate off-street paved parking facilities shall be identified for the exclusive use of school personnel and visitors. This clause shall not, however, require the construction of additional off-street paved parking facilities.

Section 4. Teacher Facilities:

Subd. 1. Each school building shall have a teacher lounge facility comparable in size and furnishing to the lounge facility which currently exists.

Subd. 2. A separate, private dining area for the exclusive use of school personnel shall be provided.

Subd. 3. Vending machines shall be allowed in the teachers' lounge and teacher lunchroom areas.

Section 5. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the School District as soon as practical after the Agreement is signed and presented to all teachers in the system and to each new teacher. Further, the board shall furnish (5) copies of the Agreement to the Association for its use.

Section 6. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan permitted by law.

Section 7. Grievances: Grievances concerning this Agreement shall be governed by Attachment E.

Section 8. Written Notice of Assignment and Salary Information: The School District shall give each teacher written notice of their specific assignment, salary schedule step and lane placement, and annual salary. Such notice will be given no later than September 1 of each year. If negotiations for a new collective bargaining agreement are not completed by September 1 in any odd-numbered year, the written notice will be distributed within thirty (30) days after the ratification of the collective bargaining agreement.

Section 9. Retroactive Application: This Agreement shall apply to any teacher who is employed in the School District during the contract term or any portion thereof.

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 202~~4~~³ through June 30, 202~~3~~⁵ and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 202~~4~~³ it shall give written notice of such intent no later than February 14, 202~~3~~⁵. Unless otherwise mutually agreed, the parties shall commence negotiations at least 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

Section 3. Finality: Unless otherwise mutually agreed by the parties, any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: If any provision of this Agreement or the application of any such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR
WACONIA EDUCATION ASSOCIATION

FOR
INDEPENDENT SCHOOL DIST. NO. 110

~~Kari Klein~~ Roxanne Kuerschner
WEA President

Dana Geller
School Board Chair

~~Michael Jensen~~ Joshua Sell
WEA Secretary

~~Jackie Johnson~~ Luke DeBoer
School Board Clerk

~~Dave Aeling~~ Mark Bullis
WEA Chief Negotiator

Dated this ____ day of _____ 20224.

Dated this ____ day of _____ 20224.

202~~13~~-202~~24~~ Salary Schedule

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
B	44,802	46,339	47,928	49,572	51,274	53,032	54,850	56,732
C	46,080	47,660	49,295	50,986	52,735	54,543	56,414	58,349
D	47,393	49,018	50,699	52,438	54,237	56,098	58,021	60,012
E	48,743	50,415	52,144	53,932	55,783	57,696	59,676	61,722
F	50,133	51,851	53,631	55,470	57,374	59,341	61,376	63,481
G	51,561	53,331	55,160	57,050	59,008	61,032	63,126	65,291
H	53,031	54,850	56,731	58,676	60,690	62,771	64,925	67,151
I		56,413	58,348	60,349	62,420	64,561	66,774	69,065
J				62,070	64,199	66,400	68,678	71,033
K				63,839	66,027	68,293	70,635	73,058
L					67,910	70,239	72,648	75,140
M					69,845	72,240	74,718	77,281
N					71,836	74,300	76,848	79,483
O					73,884	76,417	79,038	81,750
P					75,988	78,595	81,292	84,078
Q					78,155	80,835	83,608	86,475
R					80,381	83,139	85,990	88,940

The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.				
Please refer to Article IX, Section 2.				
2023-2024 Salary Including Career Increment				
	BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment	83,998	86,880	89,860	92,942

Notwithstanding any other language in the contract, teachers will not advance a step on the salary schedule in 2023-2024. In September 2024, the District will make a one-time, off-schedule payment to each 1.0 FTE teacher who completed the 2023-2024 school year. The amount of the payment will be 2% of the teacher's step and lane placement on the 2023-2024 salary schedule as of May 31, 2024. The amount will be prorated for part-time teachers.

2024-2025 Salary Schedule

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
B	44,802	46,339	47,928	49,572	51,274	53,032	54,850	56,732
C	46,080	47,660	49,295	50,986	52,735	54,543	56,414	58,349
D	47,393	49,018	50,699	52,438	54,237	56,098	58,021	60,012
E	48,743	50,415	52,144	53,932	55,783	57,696	59,676	61,722
F	50,133	51,851	53,631	55,470	57,374	59,341	61,376	63,481
G	51,561	53,331	55,160	57,050	59,008	61,032	63,126	65,291
H	53,031	54,850	56,731	58,676	60,690	62,771	64,925	67,151
I		56,413	58,348	60,349	62,420	64,561	66,774	69,065
J				62,070	64,199	66,400	68,678	71,033
K				63,839	66,027	68,293	70,635	73,058
L					67,910	70,239	72,648	75,140
M					69,845	72,240	74,718	77,281
N					71,836	74,300	76,848	79,483
O					73,884	76,417	79,038	81,750
P					75,988	78,595	81,292	84,078
Q					78,155	80,835	83,608	86,475
R					80,381	83,139	85,990	88,940

The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.				
Please refer to Article IX, Section 2.				
2024-2025 Salary Including Career Increment				
	BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment	83,998	86,880	89,860	92,942

Eligible teachers will advance one step on the salary schedule in 2024-2025. In December 2024, the District will make a one-time, off-schedule payment to each 1.0 FTE teacher. The amount of the payment will be 2% of the teacher’s step and lane placement on the 2024-2025 salary schedule as of August 19, 2024. The amount will be prorated for part-time teachers.

Extra-Curricular Salary Schedule Rates

Schedule C & D Rates

2023-2024 and 2024-2025

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10 Step 2 Plus	Year 11-15 Step 3 Plus	Year 16+ Step 4 Plus
Multiplier	2023-2024	\$ 49,018		\$200	\$200	\$300
	2024-2025	\$ 49,018				

Percent of BA 15, Step D

Cross Country

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Swimming

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Diving	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Football

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Tennis - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Volleyball - Girls

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Soccer - Boys

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%

	Middle School	6.0%	7.0%	7.0%	7.0%	7.0%
Soccer - Girls						
	Head	13.0%	14.0%	14.0%	14.0%	14.0%
	Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
	9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
	Middle School	6.0%	7.0%	7.0%	7.0%	7.0%
Dance Team						
	Head	13.5%	14.5%	14.5%	14.5%	14.5%
	Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
	Middle School	7.0%	8.0%	8.0%	8.0%	8.0%
Basketball - Boys						
	Head	14.0%	15.0%	15.0%	15.0%	15.0%
	Assistant	10.0%	11.0%	11.0%	11.0%	11.0%
	9th Grade	9.0%	10.0%	10.0%	10.0%	10.0%
	Middle School	8.0%	9.0%	9.0%	9.0%	9.0%
Basketball - Girls						
	Head	14.0%	15.0%	15.0%	15.0%	15.0%
	Assistant	10.0%	11.0%	11.0%	11.0%	11.0%
	9th Grade	9.0%	10.0%	10.0%	10.0%	10.0%
	Middle School	8.0%	9.0%	9.0%	9.0%	9.0%
Gymnastics						
	Head	13.5%	14.5%	14.5%	14.5%	14.5%
	Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
	Middle School	7.0%	8.0%	8.0%	8.0%	8.0%
Wrestling						
	Head	13.5%	14.5%	14.5%	14.5%	14.5%
	Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
	Middle School	7.0%	8.0%	8.0%	8.0%	8.0%
Hockey						
	Head	14.0%	15.0%	15.0%	15.0%	15.0%
	Assistant	10.0%	11.0%	11.0%	11.0%	11.0%
Baseball						
	Head	11.0%	12.0%	12.0%	12.0%	12.0%
	Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
	9th Grade	6.0%	7.0%	7.0%	7.0%	7.0%
	Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Golf - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Golf - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Lacrosse

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Softball - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
9th Grade	6.0%	7.0%	7.0%	7.0%	7.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Tennis - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Track - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Track - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

**Strength
Coach**

	13.0%	14.0%	14.0%	14.0%	14.0%
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Head Fall Advisor

	5.5%	6.0%	6.0%	6.0%	6.0%
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Publications

HS Yearbook Advisor	11.0%	12.0%	12.0%	12.0%	12.0%
MS Yearbook Advisor	3.0%	3.5%	3.5%	3.5%	3.5%

	HS Yearbook Photographer	11.0%	12.0%	12.0%	12.0%	12.0%
Speech	Director	6.0%	7.0%	7.0%	7.0%	7.0%
Drama	Fall Musical Director	9.0%	10.0%	10.0%	10.0%	10.0%
	Fall Musical Asst. Director	5.0%	5.5%	5.5%	5.5%	5.5%
	Vocal Director	7.0%	8.0%	8.0%	8.0%	8.0%
	Instrumental Director	7.0%	8.0%	8.0%	8.0%	8.0%
	Spring Play Director	9.0%	10.0%	10.0%	10.0%	10.0%
	Spring Play Assistant	5.0%	5.5%	5.5%	5.5%	5.5%
	Middle School Play Middle School Play Assistant	5.0%	5.5%	5.5%	5.5%	5.5%
		2.3%	2.5%	2.5%	2.5%	2.5%
Music	Vocal Ensembles	4.5%	5.0%	5.0%	5.0%	5.0%
	Jazz Ensemble	4.5%	5.0%	5.0%	5.0%	5.0%
	Pep Band	4.0%	4.5%	4.5%	4.5%	4.5%
	Instrumental Ensembles	4.5%	5.0%	5.0%	5.0%	5.0%
	MS Instr. Ensemble	2.5%	3.0%	3.0%	3.0%	3.0%
	MS Vocal Ensemble	2.0%	2.5%	2.5%	2.5%	2.5%
Conservation	Head	11.0%	12.0%	12.0%	12.0%	12.0%
	Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Student Government	SH Student Council	7.0%	8.0%	8.0%	8.0%	8.0%
	MS Student Council	3.0%	4.0%	4.0%	4.0%	4.0%
	Prom Advisor	5.0%	6.0%	6.0%	6.0%	6.0%
	Elem Student Council	2.0%	2.5%	2.5%	2.5%	2.5%
Youth Groups, National	FCCLA - Senior High	11.0%	12.0%	12.0%	12.0%	12.0%
	FCCLA - Senior High Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
	FCCLA - Middle School	4.0%	5.0%	5.0%	5.0%	5.0%
	National Honor Society	2.0%	2.5%	2.5%	2.5%	2.5%
	Academic Learning	2.0%	2.5%	2.5%	2.5%	2.5%

**Marching
Band**

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%

Show Choir

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Unified Sports

Head	7.0%	8.0%	8.0%	8.0%	8.0%
Assistant	3.0%	3.5%	3.5%	3.5%	3.5%

**Academic
Challenge
(Knowledge
Bowl)**

7.0%	8.0%	8.0%	8.0%	8.0%
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Arts and Culture Club

3.0%	3.5%	3.5%	3.5%	3.5%
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Math League

3.0%	3.5%	3.5%	3.5%	3.5%
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Math Counts

2.0%	2.5%	2.5%	2.5%	2.5%
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School Patrol

1.5%	2.0%	2.0%	2.0%	2.0%
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Science Club

3.0%	3.5%	3.5%	3.5%	3.5%
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EC - Garden Manager

11.0%	12.0%	12.0%	12.0%	12.0%
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International Club

3.0%	3.5%	3.5%	3.5%	3.5%
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Robotics Club - Head

11.0%	12.0%	12.0%	12.0%	12.0%
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Robotics Club - Assistant

7.0%	8.0%	8.0%	8.0%	8.0%
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DECA Club - Head

11.0%	12.0%	12.0%	12.0%	12.0%
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DECA Club - Assistant

7.0%	8.0%	8.0%	8.0%	8.0%
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Extra-Curricular Salary Schedules
 Schedule C & D
 20213-20224 and 20224-20235

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10	Year 11-15	Year 16+
				Step 2 Plus	Step 3 Plus	Step 4 Plus
Multiplier	2023-2024	\$ 49,018		\$200	\$200	\$300
	2024-2025	\$ 49,018				

Percent of BA 15, Step D

Cross County

Head	5,392	5,882	5,882	5,882	5,882
Assistant	3,431	3,921	3,921	3,921	3,921
Middle School	2,451	2,696	2,696	2,696	2,696

Swimming

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902
Diving	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Football

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902
9th Grade	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Tennis - Girls

Head	5,392	5,882	5,882	5,882	5,882
Assistant	3,431	3,921	3,921	3,921	3,921

**Volleyball -
Girls**

Head	6,372	6,863	6,863	6,863	6,863
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Assistant	4,412	4,902	4,902	4,902	4,902
9th Grade	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Soccer - Boys

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902
9th Grade	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Soccer - Girls

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902
9th Grade	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Dance Team

Head	6,617	7,108	7,108	7,108	7,108
Assistant	4,412	4,902	4,902	4,902	4,902
Middle School	3,431	3,921	3,921	3,921	3,921

Basketball - Boys

Head	6,863	7,353	7,353	7,353	7,353
Assistant	4,902	5,392	5,392	5,392	5,392
9th Grade	4,412	4,902	4,902	4,902	4,902
Middle School	3,921	4,412	4,412	4,412	4,412

Basketball - Girls

Head	6,863	7,353	7,353	7,353	7,353
Assistant	4,902	5,392	5,392	5,392	5,392

	9th Grade	4,412	4,902	4,902	4,902	4,902
	Middle School	3,921	4,412	4,412	4,412	4,412
Gymnastics						
	Head	6,617	7,108	7,108	7,108	7,108
	Assistant	4,412	4,902	4,902	4,902	4,902
	Middle School	3,431	3,921	3,921	3,921	3,921
Wrestling						
	Head	6,617	7,108	7,108	7,108	7,108
	Assistant	4,412	4,902	4,902	4,902	4,902
	Middle School	3,431	3,921	3,921	3,921	3,921
Hockey						
	Head	6,863	7,353	7,353	7,353	7,353
	Assistant	4,902	5,392	5,392	5,392	5,392
Baseball						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
	9th Grade	2,941	3,431	3,431	3,431	3,431
	Middle School	2,451	2,696	2,696	2,696	2,696
Golf - Boys						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
	Middle School	2,451	2,696	2,696	2,696	2,696
Golf - Girls						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921

	Middle School	2,451	2,696	2,696	2,696	2,696
Lacrosse						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
Softball - Girls						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
	9th Grade	2,941	3,431	3,431	3,431	3,431
	Middle School	2,451	2,696	2,696	2,696	2,696
Tennis - Boys						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
Track - Boys						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
	Middle School	2,451	2,696	2,696	2,696	2,696
Track - Girls						
	Head	5,392	5,882	5,882	5,882	5,882
	Assistant	3,431	3,921	3,921	3,921	3,921
	Middle School	2,451	2,696	2,696	2,696	2,696
Strength Coach						
		6,372	6,863	6,863	6,863	6,863
Head Fall Advisor						
		2,696	2,941	2,941	2,941	2,941

Publications

HS Yearbook Advisor	5,392	5,882	5,882	5,882	5,882
MS Yearbook Advisor	1,471	1,716	1,716	1,716	1,716
HS Yearbook Photographer	5,392	5,882	5,882	5,882	5,882

Speech

Director	2,941	3,431	3,431	3,431	3,431
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Drama

Fall Musical Director	4,412	4,902	4,902	4,902	4,902
Fall Musical Asst. Director	2,451	2,696	2,696	2,696	2,696
Vocal Director Instrumental Director	3,431	3,921	3,921	3,921	3,921
Spring Play Director	4,412	4,902	4,902	4,902	4,902
Spring Play Assistant	2,451	2,696	2,696	2,696	2,696
Middle School Play	2,451	2,696	2,696	2,696	2,696
Middle School Play Assistant	1,127	1,225	1,225	1,225	1,225

Music

Vocal Ensembles	2,206	2,451	2,451	2,451	2,451
Jazz Ensemble	2,206	2,451	2,451	2,451	2,451
Pep Band	1,961	2,206	2,206	2,206	2,206
Instrumental MS Instr. Ensemble	1,225	1,471	1,471	1,471	1,471
MS Vocal Ensemble	980	1,225	1,225	1,225	1,225

Conservation

Head	5,392	5,882	5,882	5,882	5,882
Assistant	3,431	3,921	3,921	3,921	3,921

Student Government

SH Student Council	3,431	3,921	3,921	3,921	3,921
MS Student Council	1,471	1,961	1,961	1,961	1,961
Prom Advisor	2,451	2,941	2,941	2,941	2,941
Elem Student Council	980	1,225	1,225	1,225	1,225

Youth Groups, National

FCCLA - Senior High	5,392	5,882	5,882	5,882	5,882
FCCLA - Senior High Assistant	3,431	3,921	3,921	3,921	3,921
FCCLA - Middle School	1,961	2,451	2,451	2,451	2,451
National Honor Society	980	1,225	1,225	1,225	1,225
Academic Learning	980	1,225	1,225	1,225	1,225

Marching Band

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902

Show Choir

Head	6,372	6,863	6,863	6,863	6,863
Assistant	4,412	4,902	4,902	4,902	4,902
9th Grade	3,921	4,412	4,412	4,412	4,412
Middle School	2,941	3,431	3,431	3,431	3,431

Unified Sports

Head	3,431	3,921	3,921	3,921	3,921
Assistant	1,471	1,716	1,716	1,716	1,716

Academic Challenge (Knowledge Bowl)

	3,431	3,921	3,921	3,921	3,921
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Arts and Culture Club	1,471	1,716	1,716	1,716	1,716
Math League	1,471	1,716	1,716	1,716	1,716
Math Counts	980	1,225	1,225	1,225	1,225
School Patrol	735	980	980	980	980
Science Club	1,471	1,716	1,716	1,716	1,716
EC - Garden Manager	5,392	5,882	5,882	5,882	5,882
International Club	1,471	1,716	1,716	1,716	1,716
Robotics Club - Head	5,392	5,882	5,882	5,882	5,882
Robotics Club - Assistant	3,431	3,921	3,921	3,921	3,921
DECA Club - Head	5,392	5,882	5,882	5,882	5,882
DECA Club - Assistant	3,431	3,921	3,921	3,921	3,921

ATTACHMENT E
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an issue about which there is disagreement, confusion or dispute regarding the interpretation or application of this Agreement and its provisions.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement and must be put in writing.

Subd. 2. Days: Reference to days regarding the timelines in this procedure shall refer to working days. A working day is defined as all weekdays, Monday through Friday, not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the actual event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

Subd. 5. Association: The Waconia Education Association shall be the designated representative of grievants who wish to pursue a grievance.

Section 4. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its designee to issue a decision and/or written response within the time periods

provided shall constitute a denial of the grievance, and the teacher may appeal to the next level. Any agreements to extend or waive the timelines shall be put forth in writing by the parties.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: The teacher(s) and his/her WEA representative and the school board's designee shall meet in an attempt to resolve the grievance within twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of its occurrence.

Subd. 2. Level II: If informal discussion does not resolve the grievance, the grievant and his/her WEA representative will submit in writing a statement which sets forth the facts, the specific provision(s) of the Agreement violated, and the relief sought. The written grievance must be submitted to the building principal within ten (10) days of the informal meeting with the school board's designee.

Subd. 3. Level III: The parties will meet within ten (10) days of the receipt of the written grievance to attempt to resolve it. The school board designee will respond in writing to the grievant and the WEA within ten (10) days of the meeting.

Subd. 4. Level IV: If the level III meeting was not with the Superintendent, the Superintendent, the grievant, and his/her WEA representative shall meet within ten (10) days of receipt of the Level III written response. The Superintendent will respond in writing to the grievant and the WEA representative within ten (10) days of the meeting.

Section 6. School Board Review: The school board may review any decision issued by the Superintendent under Level III or IV of this procedure or at the request of the Association provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision at Level IV has been rendered. The school board may affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within fifteen (15) days after notification of its intent to review. In the event the grievance is not resolved, the grieving party may appeal the decision to the next level.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Association and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Association, and such a request must be filed in the office of the superintendent within twenty (20) days following the decision at Level IV or within twenty (20) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Within ten (10) days after the request to arbitrate, the Association shall request the Director of the Bureau of Mediation Service to submit a list of five (5) arbitrators. The parties shall alternatively strike names until one remains and that person shall be the arbitrator. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Director of Bureau of Mediation Service within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public schools to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: Grievances must be filed on the form provided in this Section. Forms shall be supplied by the school district.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be

immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ATTACHMENT F

GRIEVANCE REPORT FORM
Independent School District No. 110

Grievance No.: _____

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant Date

Signature of Union Representative Date

Date of Receipt: _____

CC: Superintendent of Schools, Human Resources, Principal, Exclusive Representative

ATTACHMENT G

403(b) Bridge

For the employees listed in this Attachment G and who meet the following list of qualifications, the district will pay a lump sum of the difference between \$40,000 and the total 403(b) district match contribution at the time of their retirement (the “bridge”). Employees must be retiring from the district using the current TRA retirement rule for the employee:

- A tenured employee who worked for District #110 in 1995
- Worked continuously for District #110 until their retirement
- Received and contributed the maximum 403(b) district match for each year since 1995
- Will not reach a total 403(b) contribution of \$40,000 by the date of their retirement.

These employees qualify for the bridge:

In addition, the district will provide the bridge to the following employees:

Peter Bjorlin
Lynn Johnson
Kathryn Kurtz
Pamela Melchert

Beginning with the 2011-2012 school year, if these employees do not contribute the maximum 403(b) matching contribution each year until their retirement, they lose their eligibility for the bridge.

7.B. Collective Bargaining Agreement with Waconia
Education Association 2025-2027

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

SUMMARY OF MEDIATED OFFERS
June 17, 2024

TENTATIVE AGREEMENTS

ISSUE 1 (WEA) – ARTICLE X, SECTION 7, COMPENSATION FOR TRAVEL BETWEEN BUILDINGS. Article X, Section 7 states: “The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator.” Article X, Section 7 also contains a chart listing one-way mileage between buildings. WEA and the District tentatively agree to amend the chart as follows with the express understanding that the following chart will be in effect for only two years and that new mileage calculations will be applied when regular routes are available because current road construction projects are completed.

	Southview	Bayview	Laketown	WMS	WHS	ESC/WEC	WLC	Transitions
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WEC	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	.1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

ISSUE 7 (WEA) – ARTICLE XVII, SECTION 2, DEFINED CONTRIBUTION PROGRAM. WEA and the District tentatively agree to amend Article XVII, Section 2, subdivision 1, to read as follows:

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

Years of Service in District	District Matching Contribution
Probationary	No District Match.
Continuing contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match

17-20 yrs.	\$2,400 Match
21 + yrs.	\$2,825 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

ISSUE 9 (WEA) – MASTER CONTRACT ATTACHMENT E. WEA and the District tentatively agree to amend Attachment E, Section 3, subdivision 4, as follows:

Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

ISSUE 13 (DISTRICT) – *TENTATIVE AGREEMENT* (FLEX LEARNING DAYS).

ISSUE 15 - (WEA) - ARTICLE IX, SECTION 2, BASIC COMPENSATION. WEA and the District tentatively agree to amend Article IX, Section 2, as follows:

WEA PROPOSAL: Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year’s credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in ~~2022-2023~~ 2023-2024, the annual salary including the career increment equates to a ~~4.25%~~ 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45.

ISSUE 19 (WEA) – *TENTATIVE AGREEMENT* (LANE ADVANCEMENT). WEA and the District tentatively agree that teachers who qualify for a lane advancement under the contract in 2023-2024 or in 2024-2025 will receive the lane advancement specified in the contract. (WEA states that the average cost of lanes over the past three years was \$76,820.)

ISSUE 2 (WEA) – ARTICLE XI, SECTION 8, INSURANCE COMMITTEE (see end of this document)

ISSUE 9 (WEA) – PRESCHOOL TEACHERS AND TIER 1 TEACHERS. School readiness instructors will be governed by the language of Article XVII but will not be placed on the ECFE wage scale. School readiness instructors will receive the same percentage increase to their current wage as all other teachers.

Tier 1 teachers will be governed by the language Article XVII; however, consistent with past practice, Tier 1 teachers will continue to be paid at Step B under the BA lane of the contract and will receive the same percentage increase that K-12 teachers receive. The parties will add language

to the contract stating; “Tier 1 teachers are in a probationary period of employment so long as they are working under a Tier 1 license.”

ISSUES 18 AND 21: FINANCIAL IMPROVEMENTS. These improvements apply to all teachers, including ECFE and preschool teachers.

2023-2025 Contract

- 2023-2024:
 - No steps in 2023-2024.
 - Lane movement for eligible teachers.
 - For 2023-2024, a 2% one-time, off-schedule payment to each 1.0 FTE teacher who completed the school year, based on applicable salary schedule for that year. The amount will be prorated for part-time teachers.
 - Increase the career increment for regular teachers from 4.25% to 4.5%, as noted in the tentative agreement above.

- 2024-2025:
 - One step for eligible teachers in 2024-2025.
 - Lane movement for eligible teachers.
 - For 2024-2025, a 2% one-time, off-schedule payment to each 1.0 FTE teacher based on salary schedule for that year. The amount will be prorated for part-time teachers.
 - A 10% increase to the amount of the District’s health insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
 - Add a 2.5% career increment for ECFE teachers who are on Step-6.

2025-2027 Contract

- 2025-2026:
 - One step for eligible teachers in 2025-2026.
 - Lane movement for eligible teachers.
 - 3% increase to existing wages.
 - 10% increase to the amount of the District’s insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
 - Increase the career increment for regular teachers from 4.5% to 4.75%.

- 2026-2027:
 - One step for eligible teachers in 2026-2027.
 - Lane movement for eligible teachers.
 - 5% increase to existing wages.

- 10% increase to the amount of the District’s insurance premium contribution for actively employed teachers, not to exceed the cost of the group health insurance premium.
- An extra step for eligible teachers halfway through the duty year.

Contingency: WEA’s approval and ratification of the 2023-2025 contract is subject to, and wholly contingent upon, the School Board’s approval and ratification of both the 2023-2025 contract and the 2025-2027 contract. If the School Board does not approve and ratify the 2025-2027 contract, there is no agreement on the 2023-2025 contract.

ISSUE 24: Defined Contribution Program (District Matching Benefits)

Effective July 1, 2024, the District proposes to amend Article XVII, Section 2, Subdivision 1, by increasing the amount of the District matching contribution by \$100.

Effective July 1, 2026, the District proposes to amend Article XVII, Section 2, Subdivision 1, by increasing the amount of the District matching contribution by \$100.

**MEMORANDUM OF AGREEMENT:
Insurance Advisory Committee Guidelines**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 110 (“District”) and Waconia Education Association (“WEA”).

WHEREAS, WEA is the exclusive representative of teachers employed by the District, and the District and WEA are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District; and

WHEREAS, WEA and the District are entering into this MOA to establish an insurance advisory committee (“Committee”) and guidelines for the committee;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA, WEA and the District agree as follows:

1. **Establishment of Committee.** The District will establish the Committee, which will be advisory in nature. The District’s Director of Human Resources will lead the committee. The District will invite each work group to have at least one representative participate on the Committee. Examples of work groups include, for example, Administration, Clerical, Confidential, Supervisors and Coordinators, Community Education, Custodial, Educational Support Professionals, Unaffiliated, Nutrition Services, Principals, and Teachers. When possible, newly selected insurance advisory committee members should attend a meeting with the current member prior to beginning their term.

2. **Committee Member Requirements.** Committee members commit their time to attend all meetings. Meetings will be held outside the duty day. Committee members should have a genuine interest in working as part of the Committee to make recommendations to the District regarding benefits. Committee members are encouraged to volunteer their time on the Committee for a minimum of one school year.

3. **Goals.** The following are goals of the insurance advisory committee: (a) to collaboratively work together to ensure the District’s insurance benefits meet the diverse needs of all the District’s employees; (b) to identify and resolve issues using a team, problem-solving approach in a high-functioning committee environment; (c) to respect fellow committee member viewpoints and utilize any differences as opportunities for growth and improvement; (d) to learn together while promoting open communication and transparency while working towards the best possible result; and (e) to ensure competitive insurance pricing through a bid process in accordance with the frequency established by law.

4. **Committee Meetings.** The Committee will endeavor to meet at least four times per year. Each meeting will last no more than one hour. Committee members are encouraged to provide topics for the agenda and make suggestions for speakers and other resources. Agenda topics should be provided to the Director of Human Resources one week before the meeting.

5. **Committee Recommendations.** The Committee will make recommendations for the School Board’s consideration.

6. **Duration.** This MOA will take effect on July 1, 2024, and will remain in effect until June 25, 2025. This MOA will expire on June 25, 2025, unless the parties affirmatively act to extend the MOA.

7. **No Precedent or Past Practice.** This MOA does not establishes a precedent or practice or alters any established precedent or practice arising out of or relating to the CBA between the District and WEA. This MOA is separate from, and not part of, the CBA.

8. **Entire Agreement.** This MOA reflects the entire agreement between the parties related to the establishment of the Committee and guidelines for the Committee. Neither party has relied on any statements or promises that are not set forth in this document. No changes in this MOA are valid unless they are in writing and signed by both parties.

WACONIA EDUCATION ASSOCIATION

WEA President

Date

INDEPENDENT SCHOOL DISTRICT NO. 110

School Board Chair

Date

School Board Clerk

Date

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 110

WACONIA, MINNESOTA

AND

WACONIA EDUCATION ASSOCIATION

Effective Dates: July 1, 20215 through June 30, 20237

Ratified by the WEA _____. Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND WEA
MASTER AGREEMENT**

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 110, Waconia, Minnesota (hereinafter referred to as the “School District”) and the Waconia Education Association (hereinafter referred to as the “Exclusive Representative” or “Association”) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Waconia Education Association as the exclusive representative of teachers employed by Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of the Agreement.

Section 2. Representation: The exclusive representative shall represent all the teachers of the school district as defined in this Agreement and in P.E.L.R.A.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer’s personnel policies affecting the working conditions of the employees. In the case of professional employees the terms does not mean educational policies of a school district. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employees and the scope of negotiations.

Section 2. Teacher: “Teacher” shall mean any person as defined by current Minnesota statutes.

Section 3. School Board or School District: For purposes of administration of this agreement, the word/term District/School shall mean the School Board or its designees.

Section 4. Communications Representative: The President of the Waconia Education Association will be the communications representative on behalf of the exclusive representative.

Subd. 1. Terms and Conditions of Employment Representatives: The teachers shall be represented by the WEA President and the WEA Negotiations Team in all matters involving terms and conditions of employment related to this Agreement.

Section 5. Term: Term is defined as a division in a school year during which instruction is regularly given to students (i.e. Trimester, Semester or Year).

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and these and other managerial rights, unless expressly delegated in this Agreement, are reserved to the School District.

Section 2. Management Responsibilities: The School District has the right and obligation to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching and teaching-related services prescribed by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education and rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V

TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Personnel Files: Pursuant to Minn. Stat. § 122A.40, subd. 19, as amended, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon his/her request. A teacher will be notified in writing of all evaluative material added to his/her file. The teacher shall

have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written response to any material contained therein. However, the school district may destroy such files as provided by law.

Section 4. Assignment Changes: A written notification by a building administrator of a change in grade level or subject taught should be submitted to the affected teacher by May 15. Extenuating circumstances such as a late resignation, new staff acquisition or budget considerations may necessitate this timeline not being adhered to.

Section 5. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization. When a bargaining unit member has so authorized a dues deduction, such authorization shall only be canceled by the School District upon written notice of termination of the authorization in writing from the Association.

The Association hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments, and executions, or other forms of liability, which any person may have or claim to have, now or in the future, arising out of or by reason of the deductions of the request for dues check-off.

Section 6. Other Rights: Nothing contained herein shall be construed to deny or restrict any teacher of any rights under the Minnesota School Laws or other applicable laws and regulations.

ARTICLE VI

ASSOCIATION RIGHTS

Section 1. Association Representative: Representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at reasonable times, provided that this activity shall not interfere with or interrupt school operations. Any non-employee representative of the Association will contact the building administrator upon entering the building.

Section 2. School Building and Facilities: The Association shall have the same rights to such usage of school equipment, buildings and facilities as is permitted by Board policy relating to any other private organization, and subject to the right of the School District to assess charges for such usage consistent with the policies relating to private organizations. This shall not apply during any period in which a strike of teachers is occurring.

Section 3. Bulletin Boards: The School District shall provide reasonable bulletin board space in each building for use by the Association in areas not normally accessible to students.

Section 4. School Mail: The Association shall have the right to reasonable use of the School District mail service, teacher mail boxes, e-mail, and regular communication sheets to communicate with teachers in quantities which do not interfere with the regular school mail operation.

Section 5. Information: The parties agree that the Association shall have access, upon reasonable notice, to such information as required by law necessary for the Association to exercise its responsibilities as Exclusive Representative. Copies of School Board agendas for meetings not permitted by law to be private shall be furnished the Exclusive Representative in advance of such meetings, and copies of approved School Board open meeting minutes will be furnished to the representative.

Section 6. Association Leave: The Exclusive Representative shall be entitled to five days paid leave as of the beginning of each school year, noncumulative, for the purpose of attending meetings or other functions of the Exclusive Representative. The Exclusive Representative shall be entitled to three additional days, noncumulative leave for the same purposes, provided the Exclusive Representative reimburses the school district for required substitute teacher expenses. In addition to the eight identified association leave days, the Exclusive Representative shall be entitled to five days, noncumulative, leave for the same purposes, provided the Exclusive Representative reimburse the school district in the amount of 1/184 of the absent teacher's annual salary on or before the date such leave is taken. The President of the Association shall designate individuals to attend such meetings or functions and must give the Superintendent at least three days written notice prior to the utilization of such leave. The days specified in this Section may be taken outside of the school year (i.e., during winter, spring and summer breaks) with mutual agreement between the Exclusive Representative and Superintendent that such time would be mutually beneficial for both parties. Leave under this Section shall be limited to a maximum of five teachers per day.

During each school year, the school district shall grant a waiver of non-curricular, non-professional training assignments (e.g., bus duty, hallway duty, lunch duty, school committees) for the reigning WEA President. On non-student contact days, the school district shall grant such WEA President a waiver of his/her attendance at non-curricular, non-professional training events.

If the Exclusive Representative and the school district jointly agree to enter contract mediation (i.e., negotiation of the terms and conditions of a labor contract), then the leave provided under this Section shall be increased in the amount necessary to allow attendance at such contract mediation by all members of the negotiations' team. Teachers filing a grievance, or on whose behalf a grievance has been filed, shall not be entitled to leave with pay under this provision for time absent to attend any meeting, hearing or other activity connected with such grievance.

ARTICLE VII

WORKING CONDITIONS

Section 1. Basic Day: The full-time teacher's basic day, exclusive of lunch, shall be seven and one-half hours. The basic work day or work week may be changed, providing the number of hours per week shall not be increased, to allow greater flexibility in scheduling at the building level.

Buildings will use non-instructional time for professional development, professional learning communities, review of student data, teacher preparation and planning time, or other needs as determined at the building level. Teachers shall be afforded a minimum of 30 days' notice for any work day that exceeds 8 hours (exclusive of 30 minute duty free lunch).

In addition to the basic school day, teachers may be required to reasonably participate in school activities beyond the teachers' basic day to attend to other professional teaching responsibilities requiring their attention. Faculty meetings will be scheduled – days and times (may begin 30 minutes prior to the start of the teacher day) – by building leadership teams. The tentative schedule will be established by September 15 for the first trimester and December 15 for the second trimester and March 15 for the third trimester. Teachers are to remain for a sufficient period after the close of the pupil school day to attend to those matters which properly require attention at that time.

Section 2. Part-Time Teachers: Part-time teachers are teachers whose daily teaching assignment is less than full-time (1.0 FTE). Part-time teachers will receive the equivalent rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .5 teacher would receive .5 of mentioned conditions).

Extra time (beyond the employee's contracted FTE) related to required open house attendance, district wide work days, district wide in-service days, and building wide parent/teacher conferences will be compensated on an hourly rate as per their step and lane placement if it extends beyond their equivalent FTE. Administrative pre-approval is required and part-time teachers are responsible for requesting this extra pay within 30 days of providing the service.

Section 3. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board. Opportunity shall be afforded the Association to meet and confer with the Board prior to any change in the specific hours at an individual building. Teachers shall be informed of any change in building hours at least two weeks prior to the change.

Section 4. Duty Free Lunch: Teachers shall have a duty free lunch period of not less than 30 minutes except in cases of emergency as determined by the School District. If the day is shortened, the duty free lunch time may be shortened.

Section 5. Preparation Time: The School District will provide each teacher a duty free preparation time during the student day. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during a given day. Preparation time should be approximately 50 minutes per day. Where possible, it is preferred that these minutes be consecutive.

Section 6. Parent-Teacher Conferences and Open Houses: Scheduled school-wide parent-teacher conferences occurring beyond the teacher school day shall be compensated by an exchange of teacher work time. Open Houses held during the workshop week will be compensated by an equal exchange of teacher work time during that week.

Teachers who are absent from a scheduled school-wide parent-teacher conference or open house due to illness may use sick leave hours to receive compensation for the time absent or they may

work with their building principal/director to arrange an alternative parent-teacher conference/open house schedule.

Section 7. Children of Teachers: Teachers may enroll their children in the building in which they teach regardless of residence.

ARTICLE VIII

TITLE I

Section 1. Lead Teacher Position: The Title I Lead Teacher will receive a prorated rate of pay, leaves of absence, preparation time and supervision assignment (i.e., lunchroom supervision) time as it relates to the teaching assignment (i.e., .3 lead teacher would receive .3 of mentioned conditions) of all non-Title I teachers addressed in this agreement.

Section 2. Teacher Rate of Pay: The hourly rate of pay for Title I teachers will be as follows:

	<u>1-2 Yrs.</u>	<u>3-5 Yrs.</u>	<u>6+ Yrs.</u>
202 4 5/202 2 6	\$23.00	\$25.00	\$27.50
202 2 6/202 3 7	\$23.00	\$25.00	\$27.50

Section 3. Unrequested Leave of Absence:

Subd. 1. There will be two separate seniority lists for Title I teachers. One list will include only the Title I Lead Teacher. The second list will include all Title I teachers including the lead teacher.

Subd. 2. All other provisions of the negotiated agreement unrequested leave provisions apply to Title I teachers including timelines, procedure for layoff and procedure for reinstatement.

Section 4. Insurance Provisions: Title I teachers will have the option to participate in the insurance programs at their own expense if permitted by the insurance carrier. Title I teachers scheduled an average of 22.5 hours per week (at least 720 hours per school year) shall be eligible for a District contribution towards such insurance as provided to ECFE and **Preschool** teachers in Article XVIII, Section 8 of this Agreement.

Section 5. Leave of Absence:

Subd. 1. Federal Family and Medical Leave Act: All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this Act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Subd. 2. Sick Leave: Fifteen days of sick leave will be granted to Title I teachers each full year of employment. Unused sick leave may be accumulated to 20 working days. Part time teachers will be prorated based on the percentage of full time each teacher works.

Sick leave may be granted for reasons of personal illness or family illness. Repeated or systematic use of sick leave may require a certificate from a physician at the request of the School District.

Subd. 3. Personal Leave: One personal day per year will be granted to each Title I teacher and must be used in the school year in which it is earned. The written request should be submitted to the building principal one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District.

Additional personal leave may be granted as approved by the School District and will be deducted from sick leave.

Section 6. Retirement Contributions: Title I teachers shall be members of the Minnesota Teacher Retirement Association Pension Plan.

Section 7. Benefits: Title I teachers shall not be eligible for the school district severance pay benefits or wellness bonus.

Section 8. Leaves: Leaves for illness, emergencies and other extenuating circumstances may be granted for up to one year.

Section 9. Federal Funds: The parties recognize that the Title I program is a federally funded supplemental program which is offered by the Board of Education at no cost to the school district. Further, the parties recognize that the Board has the right to continue, modify or discontinue the program based on the educational needs of the School District and the availability of federal funds.

ARTICLE IX

BASIC COMPENSATION

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A and B, attached hereto, shall be a part of this Agreement for the 202~~15~~-202~~26~~ school year and of the 202~~26~~-202~~37~~ school year. Teachers shall advance on the salary schedule one step for each year of full-time employment (reference Art. IX, Section 5, Subd. 2), subject to the right of the School District to withhold increment or lane change salary increases in individual cases for just cause; provided, however, written notice of such salary increase denial is given to the teacher prior to April 1, and prior to April 1 the teacher has been notified, in writing, of possible unsatisfactory service and has had the opportunity to have consulted and worked with his/her immediate supervisor in raising the level of job performance. An action withholding an increment or lane change salary increase shall be subject to the grievance procedure.

Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year's credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in 202~~25~~-202~~36~~, the annual salary including the career increment equates to a ~~4.5%~~ 4.75% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.

Section 3. Status of Salary Schedule: In the event a successor contract is not executed prior to commencement of the 202~~57~~-202~~68~~ school year, teachers shall be compensated in accordance with

the last individual contract executed between the teacher and School District until such time that a successor agreement is executed.

Section 4. Lane Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the superintendent.

Subd. 2. College Credits: Credits to be considered for application on any lane of the salary schedule must be (1) applicable toward an advanced degree or fifth year program and (2) in the field of the teaching assignment, unless otherwise approved by the superintendent. Credits to apply to lanes beyond a particular degree lane must be earned subsequent to the earning of the degree. Credits beyond the M.A. level need not be part of an advanced degree program. No more than six video credits obtained from an accredited university may apply towards a lane change.

Subd. 2A. Credit Values: Reference to credits in this Article shall mean quarter credits or their equivalent. One semester credit is equal to one and one-half quarter credits.

Subd. 3. Professional-Development Credit: Teachers satisfactorily completing approved professional-development training programs will receive credits for such activities as follows:

- a. A teacher may apply a maximum of six professional-development credit hours in each 15 credit educational lane change.
- b. Teachers enrolling in professional-development programs shall be required to provide proof of completion.
- c. For the purpose of educational increment credit, clock hours for all professional-development activities shall convert, using the guidelines as follows:

6 or less clock hours = 1/2 quarter credit hour
7 – 13 clock hours = 1 quarter credit hour
14 – 20 clock hours = 2 quarter credit hours
21 – 27 clock hours = 3 quarter credit hours
28 – 34 clock hours = 4 quarter credit hours

Subd. 4. Prior Approval: All college or professional development training credits in order to be considered for application on the salary schedule, must be approved by the superintendent or his/her designee in writing prior to the taking of the course or professional development activity.

Subd. 5. Effective Date: The training level of the teacher as of August 31 will be the basis of pay for that school year except eligible credits submitted by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to a change in the training level of a teacher shall be made to the responsible administrator by the submission of an official transcript prior to the

above mentioned dates. If a transcript is not available by these dates, other satisfactory evidence of the completion of a course will be recognized pending the receipt of the official transcript. Employees may change lanes on the following dates: August 31, December 15, or March 31.

Subd. 6. Advanced Degree Program: A teacher shall be paid on the master's degree or higher degree lane only if the degree program is germane to the teaching assignment and the degree program is approved in writing by the superintendent in advance.

Subd. 7. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Subd. 8. Prior Experience: A teacher new to the District may be placed on a step and lane of the salary schedule up to full credit for prior teaching experience in another school district(s) accredited by a recognized accrediting agency.

- a. Teachers may also be granted credit for related full-time work experience in the area of their teaching assignment. Related work includes such experience as a computer teacher working in the area of computers and vocational instructors working in their area of vocational certification.
- b. Experience credit may be granted for teaching experiences in foreign countries and teacher exchange programs prior to employment with the school district.

Section 5. Step Advancement:

Subd. 1. Leave Experience: Teachers obtaining contracted employment while on unrequested leave or on leave to teach in a foreign country or teacher exchange program will accrue experience credit upon completion of equivalent teaching time.

Subd. 2. Experience Credit: To receive a year of credit for experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least half-time (0.5 FTE or more) during the year in order to receive credit for a year's experience. Part-time teachers assigned to less than half-time (0.499 FTE or less) shall advance on the salary schedule when they have obtained the equivalent of one year of teaching. Salary increases will be processed as of the next salary lane change date (August 31, December 15, March 31).

Part-time teachers in the School District who subsequently become full time teachers who before they have qualified for a full year of experience under the terms of the first paragraph of this subdivision are subject to the following provisions: Such teachers will receive one year's experience credit if their part time experience totals at least .5 or half time. If their part time experience totals less than .5 or half time at the time they become a full time teacher, they do not receive one year of experience credit for their part time work.

A full-time teacher who has been appointed to a position by the school district in lieu of their regular duties shall be compensated at the regular rate of pay and advance on the salary schedule.

Section 6. Absence Without Leave: In case of absence without leave, the teacher shall repay the School District the full amount of 1/184 of the annual salary for each day's absence. In the case of absence without leave for less than a full school day, the repayment may be prorated as determined by the superintendent. Repayment must be made prior to the first payday following discovery of the unauthorized absence or the appropriate amount will be deducted from such salary, check. Nothing herein shall be construed to waive or limit from the school district's right to pursue its remedies against such teacher under Minn. Stat. § 122A.40.

Section 7. Substitute Teachers: Substitute teachers shall be compensated pursuant to school district policy.

Section 8. Pay Periods: Salary payments shall be issued using direct deposit on the 15th and last day of each month. If either pay day falls on a weekend or a holiday, the salary payment will be deposited on the preceding business day.

ARTICLE X

EXTRA COMPENSATION

Section 1. Additional Assignments: Extra assignments associated with additional compensation shall not be construed to be part of the continuing contract unless expressly so provided in the individual contract.

Section 2. Extra-Curricular Compensation: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement for the 202~~15~~-202~~26~~ school year, and the wages and salaries reflected in Schedule D, attached hereto, shall be part of this Agreement for the 202~~26~~-202~~37~~ school year.

Subd. 1. Extra-curricular positions shall be offered to qualified, as determined by the school district, licensed staff members if the position becomes vacant.

Subd. 2. Positions held by a person outside of the school district teaching staff shall be compensated at a rate determined by the school board not to exceed the rates reflected in Schedules C and D for the position.

Section 3. Additional Employment Compensation:

Subd. 1. Summer school shall be compensated at an hourly rate of \$30.00 per hour for the 202~~15~~-202~~26~~ and 202~~26~~-202~~37~~ school years.

Subd. 2. Curriculum writing shall be compensated at a rate of \$30.00 per hour for the 202~~15~~-202~~26~~ and 202~~26~~-202~~37~~ school years.

Subd. 3. Teachers who perform an extension of their regular duties, as directed by the superintendent, over and above the basic number of duty days, shall be compensated at their regular rate of pay under schedules A and B on a pro-rata basis for extra services.

Subd. 4. Homebound teaching will be compensated at a rate of \$30.00 per hour for the 202~~4~~5-202~~6~~6 and 202~~6~~6-202~~7~~37 school years. Mileage and prep time compensation are additional.

Subd. 5. Targeted services will be compensated at a rate of \$30.00 per hour for the 202~~4~~5-202~~6~~6 and 202~~6~~6-202~~7~~37 school years.

Subd. 6. The rates of pay in Section 3 become effective the day the 202~~4~~5-202~~7~~37 contract has been accepted by the Association and the Board and remain in effect until the next contract is signed.

Section 4. Creation of Extra-Curricular Positions: The school board reserves the basic right to create new extra-curricular positions and establish the compensation for such positions through the meet and confer process unless negotiations are open.

Section 5. Substitute Compensation: Members of the bargaining unit who substitute for another teacher during their preparation time shall be paid at the rate of \$40.00 per period (not to exceed 60 minutes) or \$45.00 per period (not to exceed 70 minutes) for the term of this Agreement. A 30 minute period will be compensated at \$20.00 for the term of this Agreement. A teacher will receive a \$50.00 incentive payment for every five (5) times that he/she substitutes for another teacher during their preparation time for a 60 or 70 minute class period. A teacher will receive a \$25 incentive payment for every five (5) times that he/she substitutes for another teacher for a 30 minute class period. Substitute assignments for fewer than 30 minutes do not qualify for incentive pay.

Incentive payments will be paid on December 31 (substitute services provided through November 30) and July 15 (substitute services provided from December 1 through the last day of the school year).

Members of the bargaining unit who teach (including all lesson planning, grading, etc.) an additional class (minimum of a 60 minute duration) during their preparation time for sixteen consecutive days or more for the same absent teacher will be paid a prorated amount of the overload rate found in Article X, section 8, subd. 2. Teachers receiving compensation pursuant to this paragraph are not eligible to receive incentive pay in addition to the prorated overload rate.

Section 6. Extra Duties Compensation:

Subd. 1. The School District will determine extra duties requiring chaperones and supervisors. The School District will determine the number of chaperones and supervisors required for duties and will determine the chaperone/supervisor assignment schedule.

Subd. 2. The School District will determine the minimum number of chaperones

/supervisors required to complete the duties in a given school year. Each year, teachers will have the first opportunity to sign for chaperone/supervisor duties with no maximum number determined.

Teachers signing for these duties have the responsibility to meet the School District’s assignment schedule needs and, if necessary, can be assigned a duty.

If the minimum number of chaperones/supervisors required to complete the duties in a given year is not met by teachers signing, the School District will provide other School District employees the opportunity to sign for the duties until the minimum number is reached.

Subd. 3. Chaperones and supervisors shall be compensated at \$16.00 per hour per person for up to four hours. For every 35 hours of accumulated service a chaperone or supervisor will receive a \$50.00 stipend. The service hours for the stipend must be documented and approved by an administrator.

Subd. 4. Any event exceeding four hours will be contracted by the administrator or designee with the teacher or volunteer. All chaperoning and supervising of varsity football games will be paid a minimum of four hours service.

Subd. 5. Each year, teachers signing for chaperone and supervisor duties will be required to attend a maximum of a two hour training session for no pay to assist them in performing their duties.

Subd. 6. Teachers who are required to supervise the lunchrooms will receive one adult lunch on the days they are required to supervise the lunchroom in their assigned building.

Section 7. Compensation for Travel Between Buildings: The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator. One-way mileage will be as follows:

	Southview	Bayview	Laketown	WMS	WHS/WLC	ESC/WEC
Southview		0.5 miles	1.7 miles	1.5 miles	1.75 miles	1.0 mile
Bayview	0.5 miles		1.8 miles	1.5 miles	2.1 miles	1.4 miles
Laketown	1.7 miles	1.8 miles		2.7 miles	3.2 miles	2.1 miles
WMS	1.5 miles	1.5 miles	2.7 miles		0.6 miles	1.0 mile
WHS/WLC	1.75 miles	2.1 miles	3.2 miles	0.6 miles		1.6 miles
ESC/WEC	1.0 mile	1.4 miles	2.1 miles	1.0 miles	1.6 miles	

	Southview	Bayview	Laketown	WMS	WHS	ESC/WE C	WLC	Transition s
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WE C	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	.1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

Section 8. Overload Assignment: Teachers who are currently assigned to classroom instruction may volunteer to teach an overload assignment under the following arrangements: An overload assignment is the assignment of an additional course to a volunteering teacher in lieu of a supervision assignment and/or preparation time. Teachers will receive additional pay for an overload assignment. The school district will determine the use of either the supervision assignment or preparation time. The overload assignment may be a trimester, semester or quarter in length. A maximum class size of 27 students will be allowed in an overload assignment.

Subd. 1. The school district will determine the need to offer an overload assignment. The building administrator will meet with the department to problem solve the overload assignment and discuss possible teachers interested in volunteering for an overload assignment.

An overload assignment will be based on the following criteria:

- Appropriate licensure
- Experience and expertise with the course content
- Least recently assigned
- Most senior

Subd. 2. Rate of Pay: Overload assignments will be paid at a yearly rate of \$7,815 for a 40-45 minute class period and \$15,630 for a 70 to 90 minute class period. If the overload is not a year-long class, the amount will be pro-rated based on the length of the term. The payment of the overload assignment will be made during the same term as the overload assignment.

Section 9. National Board Certification: Teachers who are National Board Certified in one or more areas will receive \$1,000 annual stipend at the end of each school year they remain certified.

ARTICLE XI

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Section 2. Insurance:

Subd. 1. The School District shall contribute under this subdivision an insurance coverage allowance not to exceed the following monthly amount:

Year	Effective Date	Single Coverage	Single + One Coverage	Family Coverage
20215-20226	9/01/ 20215	\$767.13-928.22	\$1,185.91-1,434.96	\$1,476.881,787.04
20226-20237	9/01/20226	\$767.13-1,021.04	\$1,185.91-1,578.46	\$1,476.881,965.74

Full-time teachers shall be required to purchase at least single coverage health insurance. Any additional cost of the premium(s) shall be borne by the teacher and paid by payroll deduction. For teachers not on continuing contract, school district coverage becomes effective the first day of employment.

Teachers working one-half time or more may elect to purchase dental insurance. Any amounts remaining after purchasing at least single coverage health insurance will be paid as a salary addition.

Subd. 2. Part-Time Teachers' Coverage: Part-time teachers under contract, excluding Title I and substitute teachers, shall be eligible for health insurance as listed:

- .5 to .7 FTE will receive 75% of the district contribution,
- .71 to .85 FTE will receive 85% of the district contribution,
- .86 to .99 FTE will receive the school district's full contribution for health insurance.

The balance of the premium cost shall be paid by the teacher through payroll deduction.

Part-time teachers under contract employed less than one-half time shall not be eligible for district contribution under this section.

Subd. 3. Where married spouses are both teachers in the school district, and both are eligible for a district contribution towards health insurance and enrolled in the district health insurance plan, then they may pool their district insurance contributions. Married teachers without insurance eligible children will each qualify for the district contribution provided for a single + 1 health insurance plan and married teachers with insurance eligible children will each qualify for the district contribution provided for a family health insurance plan.

Any balance remaining after married spouses have pooled their district contributions towards a health insurance plan may be applied toward the district dental insurance plan with any amount remaining returned to the school district.

Section 3. Income Protection Insurance (Disability Insurance): The School District shall pay the premium for the current income protection plan in effect in the School District for each full-time teacher.

Section 4: Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are 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.

Section 5: Term Life Insurance: The school district shall provide a \$50,000 term life insurance policy for each full-time teacher who is employed by the school district and covered by this Agreement.

Section 6: Duration of Insurance Contribution:

Subd. 1. A teacher is eligible for board contribution as provided in this Article as long as the employee is employed by the School District as a teacher. Upon termination of employment as a teacher, all board participation and contribution shall cease, effective on the last day of the final pay period. Teachers shall be permitted to continue coverage upon termination of employment only as provided by law applicable to teachers.

Subd. 2. Teachers who apply for early retirement, or have retired, shall be eligible to remain in the existing group health and hospitalization insurance program. Teachers who have completed at least fifteen (15) years of continuous service within the School District and are at least fifty-three (53) years of age, shall be eligible for district contribution of \$578.34 per month for the 2021-2022 (September 1, 2021 through August 31, 2022) and 2022-2023 (September 1, 2022 through August 31, 2023) school years toward such insurance coverage up to the age of Medicare eligibility. It is the responsibility of the teacher to make arrangements with the school business office to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

Section 7. Availability of Policy: A copy of the medical hospitalization insurance policy and income protection plan shall be available in the District Office for examination by any teacher upon request.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Federal Family and Medical Leave Act: All family and medical leaves are

subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all eligible employees covered by this agreement.

Section 2. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of 112.5 hours (7.5 hour duty days x 15 days) each year of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the teacher's work year. Teachers that are scheduled for less than full time assignments shall receive proportionate sick leave consistent with their scheduled day.

All used sick leave will be calculated on an hourly rate basis with 7.5 hours equaling one day for a full-time teacher. The used sick leave will be figured at an hourly rate that is rounded up to the nearest hour.

Unpaid leave of thirty (30) days or less will not affect a full-time teacher's annual sick leave accrual. Unpaid leave of more than thirty (30) days will result in an adjusted FTE and sick leave accrual for that school year. (For example: 184 duty days minus 40 unpaid days = 144 days. 144 duty days equates to a 0.78 FTE. Teacher's annual sick leave would be calculated using the 0.78 FTE for that school year.) This understanding will be administered for part-time teachers on a prorated basis according to their FTE.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 900 hours (7.5 hour duty day x 120 days) of sick leave per teacher.

Subd. 3. Full-time teachers who have completed at least fifteen (15) years of continuous service with the School District, are at least fifty-five (55) years of age, and provide a written notice of retirement to the School District no later than March 1 that is effective at the conclusion of the school year, will automatically receive a deposit equal to 100% of the balance of the teacher's accrued and unused sick leave into a Minnesota State Retirement System (MSRS) Health Care Saving Plan (HCSP) at the rate of seventy-five dollars (\$75.00) per day up to a maximum of one-hundred and thirty-five (135) days. A part-time teacher will be eligible for a deposit in accordance with this subdivision in a prorated amount proportional to their employment. The deposit will be made within sixty (60) days following the teacher's last date of employment. The School District's only obligation is to make the contribution to the MSRS HCSP as agreed to in this subdivision and no claim shall be made against the School District as a result of the MSRS HCSP.

Upon the teacher's death, any contribution owed but not yet paid to the HCSP will be paid in cash to the teacher's designated beneficiary.

Subd. 4. Sick leave shall be allowed by the School District whenever a teacher's absence is found to have been due to illness or disability which prevented his/her attendance at school and performance of duties on that day or days or as otherwise allowed under the provisions of this Section. Pursuant to Minn. Stat. § 181.9413, teachers shall be allowed sick leave for illness/injury involving the teacher's child.

Subd. 5. Sick leave may also be used for illness/injury involving the teacher's spouse, domestic partner living in the home, parent or guardian, stepparent, sister, brother, mother or father-in-law, grandparents and grandchildren. The specific amount of leave allowed under this Section shall be within the discretion of the superintendent, who shall be guided in his/her determination by what is reasonable under the particular circumstances involved.

Subd. 6. In the event of concern on the part of the School District regarding abuse of sick leave, the School District may require the teacher to furnish a medical certificate from a qualified physician indicating such absence was due to illness or disability, in order to qualify for sick leave pay.

Subd. 7. In the event that a medical certificate will be required the teacher will be so advised at the time the illness or disability is reported, or within a reasonable time after such report. If the report validates the absence, the District will reimburse any out of pocket expenses borne by the teacher.

Subd. 8. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Subd. 9. Each teacher will be notified at the beginning of each school year as to his\her accumulated number of sick leave days.

Subd. 10. When a teacher is injured on the job in the service of the School District and collecting workers' compensation insurance as well as drawing on sick leave and receiving full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Subd. 11. A teacher in the School District shall be permitted to utilize the annual 15 day accrual, in advance of accrual, if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized herein prior to the earning thereof, such days will be deducted from future accumulations. In the event that a teacher who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual.

Subd. 12. Sick Leave Bank: A sick leave bank is established under the guidelines printed below:

(a) Participation Requirements:

1. Teachers must be full-time to participate in sick bank.
2. Qualified teachers must contribute to sick bank to participate in the WEA Sick Leave Bank.

3. Qualified teachers must contribute by September 30 if the contract is within 30 days of contract ratification of a negotiation year. Qualified teachers must contribute by Sept. 30 of a non-negotiation year. Newly hired qualified teachers must contribute by September 30 if hired prior to the start of the school year within 30 days of hiring during the school year.
4. Qualified teachers may not participate in the sick bank leave unless they have met the requirements identified above.
5. Teachers who have become part-time during the membership period due to staff reductions are still eligible to withdraw from the Sick Leave Bank for the same number of membership periods they contributed to the bank.

(b) Administration of Bank:

1. WEA will administrate the bank with two representatives from each building and one nonvoting administrator (hereinafter referred to as the "Committee").
2. WEA is responsible for notifying qualified teachers of the participation eligibility.

(c) Contribution to Bank:

1. Teachers can contribute only one day per voluntary membership period to the sick bank.
2. The WEA is responsible for receiving the membership in the sick bank.

(d) Committee identifies and receives voluntary membership into WEA Sick Leave Bank

1. Contributed days will not impact the wellness bonus.
2. Contributed days not refundable.
3. Complete individual sick bank form and submit to the District Office.

(e) Teachers who contribute to sick bank may participate in the WEA Sick Bank Leave.

(f) Committee forwards new members to Business Office by October 5th of each year.

(g) Business Office and Committee verify WEA Sick Leave Bank Database.

- (h) Maximum number of available sick bank days is 140 days per year for each member of the association.
- (i) Business office removes donated sick leave day from individual teachers upon receiving database.
- (j) Written application for a teacher to use the sick bank is made to Committee.
 - Personal appearance by teacher and another spokesperson may be necessary.
- (k) The Committee will decide on the application and number of days allocated from the WEA Sick Bank Days.
 1. The Committee’s decision is non-grievable.
 2. Complete request donation form and submit to the District Office.
 3. Proper use of sick leave is required as documented in Article XII.
- (l) When the sick bank reduces to 20 days in the membership period, the Committee will return to the WEA for new voluntary membership.

Section 3. Personal Leave:

Subd. 1. Each teacher will be granted personal leave days based on their completed years of experience in the school district according to the following schedule:

0- 10 8 years	2 days
11 9-20 years	3 days
21+ years	4 days

The online request should be submitted to the building principal/department director at least one week in advance of the requested date. Approval of the date of leave will be at the discretion of the School District with the following table to be used to determine the number of teachers who may use personal days on a given day.

<u>Number of Teachers per building</u>	<u>Number of Teachers on Personal Leave</u>
0-40	3
41-50	4
51-60	5
61-70	6
71-80	7

A maximum of 3 days of personal leave may be carried over to the next school year.

Subd. 2. No later than seven (7) calendar days before the last teacher work day, the School District shall provide each teacher with notice of their total amount of unused personal leave days accrued that year in accordance with subdivision 1 above and carried forward from the previous year. Upon notice to the district's Human Resources Department on or before the last teacher workday, full-time teachers will be eligible to elect reimbursement for unused personal leave days as a cash payment at the rate of \$150.00 per day.

A part-time teacher will be eligible to elect reimbursement for unused personal leave days in accordance with this subdivision in a prorated amount proportional to his/her employment.

If a teacher elects reimbursement for unused personal leave days as a cash payment under this subdivision, then his/her total unused personal leave will be reduced in accordance with such election.

Subd. 3. A teacher may be granted additional personal leave days by the School District for situations which arise that cannot be attended to when school is not in session and which are not covered under other leaves. The School District may:

- (a) approve an additional personal leave day and require the teacher to pay the School District the cost of a substitute teacher,
- (b) approve an additional personal leave day and require the teacher to repay the School District the full amount of 1/184 of the annual salary for each day's absence.

Section 4. Bereavement Leave:

Subd. 1. A teacher shall be granted leave because of death in his/her immediate family; the specific amount of time to be subject to the discretion of the School District considering the circumstances surrounding the death.

Subd. 2. For purposes of this Section, the immediate family means the teacher's spouse, domestic partner living in the home, child, parent, or guardian, stepparent, sister, brother, mother or father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, and uncle. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3. In the case of death of anyone not specifically addressed by Subd. 2, seven and one-half (7.5) non-accumulative hours of bereavement leave will be granted to a teacher each school year. Teachers scheduled less than full time shall receive proportionate bereavement leave consistent with their scheduled day.

Subd. 4. All leave time granted with pay under this Section shall be deducted from the teacher's accumulated sick leave.

Section 5. Child Care Leave:

Subd. 1. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher making application for child care leave shall inform the Human Resources Department in writing of intention to take the leave at least 90 calendar days before commencement of the intended leave. A teacher will also provide at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

If a child care leave is occasioned by adoption, the teacher shall inform the Human Resources Department in writing of intention to take the leave at the earliest possible date. A teacher will also provide at the time of the leave application, a statement from the adoption agency indicating the expected date of delivery.

Subd. 3. If the reason for the child care leave is occasioned by adoption or the birth of the teacher's child, a teacher may elect to:

- (a) Request up to 6 calendar weeks of accumulated sick leave,
- (b) Request up to 12 months leave of absence without pay,
- (c) Request up to a combination of (a) and (b) not to exceed 12 months.

A teacher shall be eligible for sick leave benefits for pregnancy related conditions up to the day on which her child care leave is to commence. Sick leave may not be taken while the teacher is on child care leave.

Subd. 4. The School District may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of a term, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- (a) Grant any leave more than twelve (12) months in duration.
- (b) Permit the teacher to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be reemployed in a position which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. Such premiums shall be payable in advance monthly. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the school district pursuant to this Section.

Subd. 10. Leave under this Section shall be without pay or fringe benefits.

Section 6. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one year. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the teacher is expected to be able to assume his/her normal responsibilities.

Subd. 3. A teacher who fails to comply with the provisions of this Section or who fails to seek a leave as provided in this Section shall be terminated by the School District. If a teacher is not granted a medical leave of absence or a renewal of a medical leave of absence, at the discretion of the school district, such teacher's employment will be terminated.

Section 7. Professional Leave: A teacher may be granted leave to attend conferences, workshops, seminars or other functions which are related to such teacher's teaching assignment and which, in the judgment of the administration, would benefit the teacher and students. The duration of such leave shall be at the discretion of the superintendent.

Section 8. Military Leave: Military leave shall be granted to a teacher pursuant to applicable law.

Section 9. Extended Leave of Absence: A teacher may be granted an extended leave of absence pursuant to Minn. Stat. § 122A.46.

Section 10. Jury Duty: Any teacher called upon to serve as a juror in a federal or state court shall be granted a leave of absence by the Board for that purpose and for those days the teacher is required to be in court. The teacher shall receive all pay and other benefits that would have accrued had he/she been teaching during the period of absence for jury duty, less all per diem allowances paid by the court.

Section 11. Insurance Application: A teacher on leave under Sections 5 and/or 6 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as said teacher wishes to retain commencing with the beginning of the leave. It is the responsibility of the teacher to make arrangements with the business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 12. Experience Credit: A teacher on leave under Section 5 and/or 6 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had accrued at the time leave commenced for use upon said teacher's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that a teacher is on leave under this Section. Leaves under this section shall be without pay or fringe benefits with the exception of accumulated sick leave.

Section 13. Seniority: For purposes of seniority standing, a teacher on leave, pursuant to this Article, shall maintain seniority based on date of employment.

ARTICLE XIII

MEET AND CONFER

Section 1. Meet and Confer: The School Board will meet and confer with the Association pursuant to P.E.L.R.A.

Section 2. Representatives: The teachers shall select representatives to meet and confer with a representative or committee of the board on matters not specified under Minn. Stat. § 179A.08, subd. 2 relating to services provided to the public.

Section 3. Facilities: The Board shall provide the facilities and set the time for such conferences to take place, provided that the parties shall meet together at least once each four months if either party makes a request for such meetings.

ARTICLE XIV

TEACHER EVALUATION

Section 1. Evaluation: Probationary teachers will be evaluated annually. At least three observations will be conducted with prior notice. Continuing contract teachers will be evaluated annually. All evaluations will include, but are not limited to at least one observation, where prior notice of the observation has been given. A follow up conference concerning each observation will be held within ten working days.

A copy of the evaluation will be shared at a conference, with the teacher having an opportunity to include a written comment. A copy of the written evaluation shall be placed in the teacher's personnel file. Criteria for the evaluation will be pursuant to Minn. Stat. § 122A.40, subd. 8.

Section 2. Teacher Evaluation Policy: The School District will maintain a district policy related to teacher evaluation. Opportunities shall be afforded the exclusive representative to meet and confer regarding any modifications in the teacher policy prior to Board action for a revision.

Section 3. Peer Coaching and Assistance: Teacher peer coaching and assistance is intended to enhance the professional growth of teachers involved in the program. Teachers will be able to access the peer coaching and assistance program as defined by district policy. In no case may information gathered through the district's Peer Coaching Program be used to form the basis for any disciplinary action or used to judge the competency of a given teacher.

Section 4. Teacher Discipline and Discharge: Disciplinary actions may be imposed on teachers for just cause and are subject to the grievance procedure established by this contract.

Subd. 1. Discipline shall include only the following, but not necessarily in this order:

- > oral reprimand
- > written reprimand
- > suspension
- > discharge

Subd. 2. The School District shall not meet with a teacher for the purpose of questioning the teacher during an investigation that may lead to discipline without first offering the teacher an opportunity for representation from the Association. If the teacher waives the right to such representation, he/she must do so in writing prior to the questioning. The teacher shall be advised of the nature of the allegations prior to the questioning.

Subd. 3. Oral reprimands shall be clearly identified as such at the time the disciplinary action is administered.

Subd. 4. A copy of a written reprimand shall be given to the teacher prior to having such reprimand placed in the personnel file.

Subd. 5. The School District shall not discharge a permanent teacher without just cause.

Subd. 6. In order that no unwarranted disciplinary action will be taken against a teacher, the school district will make a full and comprehensive investigation of any alleged violation of this agreement, the district policies and regulations, and state and local laws. If preliminary investigation indicates there will be sufficient cause for possible disciplinary action, the involved teacher will be so informed that the investigation will continue and that the teacher may be involved in the investigation. The School District reserves the right to suspend any teacher with pay during an investigation.

ARTICLE XV

LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to June 1 of each school year, establish the number of school days and teacher duty days for the 202~~4~~5-202~~6~~6 and 202~~6~~6-202~~7~~7 school years, and teachers shall perform services on those days as determined by the school district, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school. Opportunity shall be afforded the Exclusive Representative to meet and confer in regard to the calendar prior to adoption. There shall be 184 teacher duty days for both the 202~~4~~5-202~~6~~6 and 202~~6~~6-202~~7~~7 school years, with a minimum of 6 teacher workdays.

Section 2. Emergency Closing: In the event a teacher duty day is lost due to an emergency school closing, the following procedure will be implemented:

- a) teachers are not required to report on emergency closing days;
- b) teachers will not be required to make up the first two emergency closings as called by the School District in a given year;
- c) the School District has the right to require teachers to make up emergency closing days beginning on the third closing day in a given year. If a day is made up, the School District will determine whether the day will be an instructional or non-instructional day;
- d) if emergency necessitates a late start or early dismissal, teachers are able to arrive late in accordance with the length of the time in delay, and leave when students have departed;
- e) if a school closing occurs during a teacher's unpaid leave of absence of thirty days or more, then the teacher will not receive school closing pay.

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of more than two emergency days, the School District further reserves the right to modify the length of the school day or calendar as the School Board shall determine, provided that the total number of hours per week shall not exceed the hours worked during a regular five day week.

Subd. 2. The WEA President and the WEA Negotiations Team shall be afforded an opportunity to meet with the School District to discuss any changes in the calendar or the length of the workday.

ARTICLE XVI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY

Section 1. Purpose: The purpose of this Article is to implement the provisions of

Minn. Stat. § 122A.40, subd. 10, which, when adopted, shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations or merger of classes caused by consolidation of districts.

Section 2. Definitions:

Subd. 1. For purposes of this Article, the terms defined shall have the meaning respectively ascribed to them.

Subd. 2. “Teacher” means a member of the appropriate unit as defined in this Agreement.

Subd. 3. “Qualified” shall mean a teacher who is licensed in the subject matter category and has successfully taught such subject matter category within the past five years in the school district, except that nothing herein stated shall prevent the School District from making incidental assignments in subject matters for which a teacher is licensed to complete the teacher’s schedule provided it shall not exceed two class assignments per day. Teachers on special assignment as of June 1, 2003, and beyond, shall be considered qualified pursuant to their certification and need not have taught in their subject matter within the last 5 years.

These incidental assignments may be made regardless of the teacher’s placement or lack of placement on the seniority list only if they do not place a more senior staff person on unrequested leave.

Subd. 4. Non-Aligned Classes: Teachers teaching classes for which there is no specific certification shall be placed on a separate identified seniority list commencing with the first day of teaching in that assignment.

Subd. 5. A teacher may not be assigned into an area for which a seniority list is established, at the expense of others on the list, if the assignment exceeds the “incidental” two period assignment.

Subd. 6. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list commencing with the date they begin the additional assignment.

Subd. 7. A teacher who is employed by the District in an area for which they are licensed or in a non-aligned seniority category, and who has successfully taught the majority of his/her classes in that area for 3 consecutive years, shall maintain seniority in that area even though his/her teaching assignment may change to another area or certification on the seniority list.

Subd. 8. “Subject Matter” shall mean teachers in the following categories:

Elementary Categories: (1) Elementary Teacher; (2) Title I; (3) Academically Talented; (4) Computer; (5) Kindergarten; (6) ECSE.

Secondary Categories: (1) Agriculture; (2) Business Education; (3) Family/Consumer Science; (4) Industrial Education; (5) Language Arts; (6) Mathematics; (7) Science; (8) Social Studies; (9) Health; (10) Drivers Education; (11) Computer; (12) Academically Talented; (13) Work Experience Coordinator.

K-12 Categories: (1) Health Coordinator; (2) Speech Clinician; (3) Unique Learner Coordinator; (4) Physical Education; (5) Adaptive Physical Education; (6) Vocal Music; (7) Instrumental Music; (8) Library Media Specialist; (9) LD; (10) MMMI; (11) DCD; (12) EBD; (13) Title I Lead Teacher; (14) ESL Teacher; (15) School Psychologist; (16) Occupational Therapist; (17) Autism Teacher; (18) DHH; (19) School Social Worker; (20) Licensed School Nurse; (21) School Counselor; (22) Physical Therapist; (23) Art; (24) Reading; (25) French; (26) Spanish.

It is understood that for seniority purposes coordinators of work study programs (e.g., T & I, Distributive Education, etc.) will be considered as part of the subject matter area most closely related to the teacher's current assignment.

Subd. 9. "Seniority" means the number of days of continuous service of the regular school year (excluding summer sessions, extended employment, etc.) by a continuing contract teacher commencing with the first day of actual service in the School District and shall exclude probationary teachers, and those teachers who are acting incumbents for teachers on authorized military, or other leaves of absence. Part-time continuing contract teachers who are members of the appropriate unit shall have seniority pursuant to this Article, except the seniority of all part-time teachers shall be subordinate to full-time continuing contract teachers within areas of subject matter category. A teacher who commences teaching in an area for which they are licensed but for which they were not initially hired, shall be placed on the additional seniority list, commencing with the date they begin the additional assignment.

In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to Minn. Stat. § 122A.40, but whose employment was subsequently reinstated, by action of the School District and the teacher, without interruption of regular service, shall retain his/her original seniority date.

Subd. 10. "School Board" means the local governing board of the school district.

Section 3. Unrequested Leaves of Absence:

Subd. 1. The School District may place on unrequested leave of absence for a period not exceeding three calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the school district.

Subd. 2. Teachers placed on such leave shall receive notice by July 1st of the school year prior to the commencement of such leave with reasons and with the opportunity for a hearing applicable to unrequested leave.

Subd. 3. Teachers placed on unrequested leave shall be done in inverse order of seniority in the subject matter categories covered by this Agreement. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same subject matter category, except under provisions of Article XVI, Section 2, Subd. 3 and 5.

Subd. 4. In the event of a staff reduction affecting teachers whose first date of employment commenced on the same date, and have equal seniority, seniority shall be determined by the signing date of their initial employment contract. If the teachers' signing date is the same then the selection of the teacher for the purposes of discontinuance shall be determined by the following: 1. The offer date of employment. 2. The teachers' years of total experience including out of district experience.

Subd. 5. Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Section 4. Reinstatement:

Subd. 1. No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the subject matter category in positions covered by this Agreement. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District covered by this Agreement in the subject matter categories in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

Subd. 2. When placed on unrequested leave, a teacher shall file his/her name and address with the school district Human Resources Department to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher by certified mail at the last known address shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

Subd. 3. If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher who shall have 20 calendar days from the date of such notice to accept reemployment prior to August 1. After August 1, until three days before the beginning of the teacher work year, the teacher will be required to respond within a ten working day period of time. If the ten days extend to within three working days of the start of the teacher work year, the teacher will need to respond prior to

three days before the first teacher duty day. Failure to reply in writing within the required period or accept such reemployment offered if equal to that existing at the time of placement on unrequested leave, shall constitute waiver on the part of any teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 4. A teacher who has been placed on unrequested leave, but who then accepts a position less than that in effect at the time of being placed on unrequested leave, shall have rights of reinstatement up to the amount equal to that existing at the time of being placed on unrequested leave.

Subd. 5. If a teacher is offered a teaching position that is less than that which they had at the time of being placed on leave, and refuses that position, this does not negate their being offered the position the following year, if they are senior to the person currently holding the part-time position.

Subd. 6. Reinstatement rights shall automatically cease five years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each qualified teacher.

Subd. 7. A teacher on leave of absence under this Article shall retain such number of leave days, experience credit for pay purposes, and other accrued benefits, if any, at the time he/she went on leave for use upon his/her return. No additional leave, experience credit for pay purposes, or other benefits shall accrue for the period of time that a teacher is on leave.

Section 5. Establishment of Seniority List:

Subd. 1. On or before October 1 of each school year the School District shall cause a seniority list (by name, date of employment, qualification and subject matter category) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District and send one copy to the WEA President to be distributed to each building's representative.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have 30 days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd. 3. Within 30 calendar days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School District shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or other cessation of service, or new employees. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Subd. 4. If seniority language changes affect teacher assignments, those changes will go into effect at the next natural break agreeable to the Association and the Board or its designee.

Section 6. Dual Licensure: Notwithstanding any language in this Article to the contrary, a teacher who is hired and appropriately licensed to teach a grade level or class shall maintain the license for the grade or class for which they were hired. In the event a teacher does not keep the license for the grade level or class for which they were hired current, or surrenders a license, the teacher shall have no seniority in the position for which they were hired and the District shall not be required to reassign or realign a teacher position to create a position for such teacher.

Section 7. Effect: This Article shall be effective at the beginning date of this Agreement and shall be governed by its duration clause. This Article shall govern all teachers as defined therein and shall not be construed to limit the rights of any other licensed employee not covered by this Agreement or other Agreement affecting such licensed employee.

ARTICLE XVII

CAREER TRANSITION TRUST

Section 1. Introduction, Explanation, Retirement Notification: The purpose of the Career Transition Trust (hereafter called “PLAN”) is to encourage teachers to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the School District.

The PLAN will require participation by the teacher coupled with a matching contribution from the school district.

A teacher will notify the District of the intention to retire by March 1 for retirement at the end of the school year. Teachers will be approved for a mid-school year retirement with a 60 day notice. Modifications to this notification deadline may be made between the Superintendent and an individual teacher in the event that this notification is not possible due to extenuating circumstances.

Section 2. Defined Contribution Program (District Matching Benefit):

For purposes of calculating “Years of Service” under this Section, the parties shall recognize experience consistent with the terms of Article IX, Section 5, Subd. 2 as follows: To receive credit for a year of experience, a full-time teacher must be employed at least 100 days during a school year under contract in the School District. Part-time teachers covered by this Agreement must be assigned at least 4 clock hours per day of duty time and 75% of the district’s scheduled duty days during the year in order to receive credit for a year’s experience. Part-time teachers that do not qualify for a full year of experience shall achieve a “Year of Service” when they have obtained the equivalent of one year of teaching.

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

2025-2026

<u>Years of Service In District</u>	<u>District Matching Contribution</u>
Probationary	No district match.
Continuing Contract-4 yrs.	\$525 <u>\$625</u> Match
5-8 yrs.	\$900 <u>\$1,000</u> Match
9-12 yrs.	\$1,400 <u>\$1,500</u> Match
13-16 yrs.	\$2,200 <u>\$2,300</u> Match
17-20 yrs.	\$2,400 <u>\$2,500</u> Match
21+ yrs.	\$2,825 <u>\$2,925</u> Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

2026-2027

<u>Years of Service In District</u>	<u>District Matching Contribution</u>
Probationary	No district match.
Continuing Contract-4 yrs.	\$625 <u>\$725</u> Match
5-8 yrs.	\$1,000 <u>\$1,100</u> Match
9-12 yrs.	\$1,500 <u>\$1,600</u> Match
13-16 yrs.	\$2,300 <u>\$2,400</u> Match
17-20 yrs.	\$2,500 <u>\$2,600</u> Match
21+ yrs.	\$2,925 <u>\$3,025</u> Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

Subd. 2. Eligibility: Continuing contract teachers employed one-half time or more shall be eligible for a pro-rata share of the School District's matching contribution, excluding Title I and substitute teachers.

Subd. 3. Administration of PLAN-Defined Contribution Program (District Matching Benefit):

- a) Benefits Cannot be Accumulated: The District Matching Benefit will begin when the teacher initiates an eligible investment program.

A teacher may elect to contribute to the selected program more than the School District Matching Benefit.

The District Matching Benefit cannot be accumulated on a year-to-year basis if a teacher elects to begin participation after the first year of eligibility.

- b) Definition – Years of Service: Years of service shall mean completed years of accumulated full-time equivalent service in District 110, including current school year, as defined in Article XVII, Section 2.

Years of service shall be measured as of July 1 each year.

- c) Plan Year Begins September 1: The annual year for the District Matching Benefit contribution shall be September 1 through August 31. Changes in District Matching Benefit amounts, based on years of service, shall occur on September 1 of each year.

- d) Plan Must Comply with Federal and State Laws: The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

Subd. 4. Selection of Vendors: When considering vendors under federal Internal Revenue Code section 403(b), the School District and the Exclusive Representative shall consider all of the factors set out in Minn. Stat. § 123B.02, subd. 15(b).

Subd. 5. Vendors: Participation in the benefits of this Article is limited to teachers who select one of the following vendors:

Ameriprise Financial
Educators Financial Services, Inc.
Horace Mann
VOYA Financial
Thrivent Financial
Edward Jones

Additional vendors may be utilized with pre-approval by the School District's business office.

Section 3. Retiree Insurance: Refer to Article XI, Section 6, Subd. 2 for District insurance contribution benefit available to retirees.

ARTICLE XVIII

EARLY CHILDHOOD FAMILY EDUCATION, PRESCHOOL, AND TIER I TEACHERS

Section 1. Applicable Staff: The provisions of this Agreement shall apply to Early Childhood Family Education (ECFE) and Preschool teachers employed by the Community Education Program of this School District, except as otherwise noted in this Article.

Section 2. Contract Rights: The parties agree that pursuant to Minn. Stat. § 122A.40, "A license which is required for an instructor in a Community Education Program shall not be construed to bring an individual within the definition of teacher for the purpose of Minn. Stat. §§ 122A.40 or 122A.41, subd. 1(a)." Thus, ECFE and Preschool teachers do not have continuing contract rights provided by Minnesota Law.

Section 3. Probationary Period: ECFE and Preschool teachers shall serve a probationary period of three school years from their first day of actual service. After completion of the probationary period, the teacher may be suspended or discharged only for just cause and such employee shall have access to the grievance procedure.

Section 4. Seniority: After completion of the probationary period, ECFE and Preschool teachers shall accrue seniority from their first day of continuous service. ECFE and Preschool teachers shall have a separate seniority lists and shall have employment rights only within the ECFE and Preschool programs. Other district teachers shall not have bumping rights into the ECFE and Preschool programs.

Section 5. Working Conditions: Recognizing the unique nature of the ECFE and Preschool teachers' program, which is delivered via a nontraditional duty day and duty year, the parties agree that Article VII, Working Conditions, does not cover ECFE and Preschool teachers' employment. Instead, the parties agree to the following:

The School District will determine the hours of assignment, including instructional time, non-instructional time, and preparation time. Non-instructional time will be used for teacher preparation and planning time and other needs as determined at the department level. The School District will provide each ECFE and Preschool teacher with a duty free preparation time on student days in an amount equal to or greater than the amount of time provided to non-ECFE and Preschool teachers covered under this Agreement. Where possible, it is preferred that these minutes be consecutive. It is recognized that intermittent schedule changes for special events, assemblies, field trips, etc. may interfere with a teacher's preparation time during a given day.

When additional hours are available, the Community Education Director in conjunction with the Early Childhood Program Supervisor Manager shall determine which of the staff

is properly licensed for the position. In the event two or more teachers are qualified, the assignment shall be offered in seniority order, not to exceed a maximum of forty hours per week.

When it is necessary to reduce the number of ECFE and Preschool teachers, the release shall be in reverse seniority order. ECFE and Preschool teachers whose hours are reduced, or who are laid off, shall be given at least 7 calendar days' notice prior to such reduction/layoff. If a teacher is provided with less than a 7 day notice due to a cancelled class, then he/she will be compensated for 35% of the previously assigned hours for such class in the form of an alternate assignment that has been mutually agreed upon by the teacher and the Early Childhood Program Supervisor-Manager.

Section 6. Leaves of Absence:

Subd. 1. ECFE and Preschool teachers shall earn sick and bereavement leave on pro-rata basis equivalent to that accrued by K-12 teachers and are eligible for personal leave. Such leaves shall be granted pursuant to Article XII, Sections 2, 3, and 4 of this Agreement.

Subd. 2. ECFE and Preschool teachers who work at least 1120 hours per year shall be eligible for four (4) paid holidays: Thanksgiving, Christmas, New Year's Day, and Presidents' Day.

Subd. 3. Additionally, ECFE and Preschool teachers are eligible for the following leave provisions in Article XII of this Agreement: Section 1, Family and Medical Leave Act; Section 5, Child Care Leave; Section 6, Medical Leave; Section 7, Professional Leave; Section 8, Military Leave; Section 9, Extended Leave of Absence; and Section 10, Jury Duty.

Section 7. Teacher Evaluation: ECFE and Preschool teachers shall be covered by all provisions contained in Article XIV, Teacher Evaluation.

Section 8. Group Insurance: ECFE and Preschool teachers will have the option of participating in the insurance programs at their own expense if permitted by the insurance carrier.

Subd. 1. The selection of the insurance carrier and policy shall be made by the School District subject to the right of the Association to meet and confer on such matter. The Board agrees, however, not to reduce the level of benefits of existing coverage during the term of this Agreement except by mutual agreement of the parties, or as permitted by law.

Subd. 2. Full-time ECFE and Preschool teachers (at least 1,120 hours per school year) shall be eligible for a District contribution toward the cost of the premium for the current District health insurance plan as indicated below. The cost of the premium not contributed by the School District shall be borne by the teacher and paid by payroll deduction.

Plan	20245-20226 (9/1/245-8/31/226)	20226-20237 (9/1/226-8/31/237)
Single	\$ 767.13 <u>928.22</u> per month	\$ 767.13 <u>1,021.04</u> per month
Single+1	\$1,185.91 <u>1,434.96</u> per month	\$1,185.91 <u>1,578.46</u> per month

Family ~~\$1,476.88~~ 1,787.04 per month ~~\$1,476.88~~ 1,965.74 per month

Part-time teachers who are scheduled an average of at least 22.5 hours per week (720 hours per school year) will receive a pro rata share of the School District’s contribution for health insurance.

Subd. 3. ECFE and Preschool teachers may use any dollar amounts not used for medical/hospitalization insurance coverage for payment of their dental insurance. The District’s dental insurance program is the only eligible dental program. Any remaining unused dollar amounts remain with the ECFE and Preschool teacher as salary.

Section 9. Salary Schedule:

202~~15~~-202~~26~~

Step	Teacher	Teacher w/M.A.
1	\$30.02 <u>30.92</u>	\$32.24 <u>33.21</u>
2	\$30.97 <u>31.90</u>	\$33.32 <u>34.52</u>
3	\$31.94 <u>32.90</u>	\$34.41 <u>35.44</u>
4	\$32.95 <u>33.94</u>	\$35.54 <u>36.61</u>
5	\$34.03 <u>35.05</u>	\$36.74 <u>37.84</u>
6	\$35.12 <u>36.17</u>	\$37.97 <u>39.11</u>

202~~26~~-202~~37~~

Step	Teacher	Teacher w/M.A.
1	\$30.02 <u>32.47</u>	\$32.24 <u>34.87</u>
2	\$30.97 <u>33.49</u>	\$33.32 <u>36.04</u>
3	\$31.94 <u>34.54</u>	\$34.41 <u>37.21</u>
4	\$32.95 <u>35.64</u>	\$35.54 <u>38.44</u>
5	\$34.03 <u>36.80</u>	\$36.74 <u>39.73</u>
6	\$35.12 <u>37.98</u>	\$37.97 <u>41.06</u>

An extra step will be given to eligible teachers half way through the 2026-2027 duty year.

Section 10. Lane Placement on Salary Schedule: To be considered for application on the salary schedule, a master’s degree must be conferred by an accredited university and deemed germane to an ECFE and Preschool teacher’s assignment unless otherwise approved by the superintendent or his/her designee.

Section 11. Official Transcript and Lane Change Effective Date: The educational level of an ECFE and Preschool teacher as of August 31 will be the basis of pay for that school year except eligible master degrees conferred by December 15 and March 31. These shall be used in determining the basis of pay for the remainder of the school year. Applications for a salary adjustment due to the educational level of an ECFE and Preschool teacher shall be made to the Human Resources Department by the submission of an official transcript that shows that a master’s degree has been conferred prior to the above-mentioned dates. If an official transcript is not available by these dates,

other satisfactory evidence of the award of a master's degree will be recognized pending the receipt of an official transcript. ECFE and Preschool teachers may move to the master's degree lane on the following dates: August 31, December 15, or March 31.

Section 12. End of Employment: ECFE and Preschool teachers who complete fifteen (15) years of service may cash out up to fifteen (15) unused accumulated sick leave days at the time they retire or resign their employment with the District.

Section 13. Defined Contribution Program (District Matching Benefit): ECFE and Preschool teachers will be eligible for a District contribution to a 403(b), as established in provisions of Article XVII, Section 2, Subd. 1 with the following criteria:

- a. A teacher who works at least 1120 hours per year will receive the district matching contribution in the following school year.
- b. Teachers working less than 1120 hours per year will receive the district matching contribution in the year following accumulation of 1120 hours.

Section 14. Additional Provisions: In addition to the provisions outlined in this Article, the following Articles in this Agreement shall also apply to ECFE and Preschool teachers: Articles I, II, III, IV, V, VI, XI-Section 3, XI-Section 5 (full-time ECFE and Preschool teachers only), XII, XIV, XV-Sections 2 and 3 only, XVIII, and XIX. Those Articles not noted do not apply to ECFE and Preschool teachers.

ARTICLE XIX

MISCELLANEOUS

Section 1. Mileage Allowance: Mileage reimbursement will be established by the School Board on a district-wide basis.

Section 2. Teacher Restrooms: Where existing facilities permit, teacher restrooms, separate for each sex and separate from the students' restrooms, shall be provided.

Section 3. Parking Facilities: Adequate off-street paved parking facilities shall be identified for the exclusive use of school personnel and visitors. This clause shall not, however, require the construction of additional off-street paved parking facilities.

Section 4. Teacher Facilities:

Subd. 1. Each school building shall have a teacher lounge facility comparable in size and furnishing to the lounge facility which currently exists.

Subd. 2. A separate, private dining area for the exclusive use of school personnel shall be provided.

Subd. 3. Vending machines shall be allowed in the teachers' lounge and teacher lunchroom areas.

Section 5. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the School District as soon as practical after the Agreement is signed and presented to all teachers in the system and to each new teacher. Further, the board shall furnish (5) copies of the Agreement to the Association for its use.

Section 6. Tax Sheltered Annuities: Teachers will be eligible to participate in a tax sheltered annuity plan permitted by law.

Section 7. Grievances: Grievances concerning this Agreement shall be governed by Attachment E.

Section 8. Written Notice of Assignment and Salary Information: The School District shall give each teacher written notice of their specific assignment, salary schedule step and lane placement, and annual salary. Such notice will be given no later than September 1 of each year. If negotiations for a new collective bargaining agreement are not completed by September 1 in any odd-numbered year, the written notice will be distributed within thirty (30) days after the ratification of the collective bargaining agreement.

Section 9. Retroactive Application: This Agreement shall apply to any teacher who is employed in the School District during the contract term or any portion thereof.

ARTICLE XX

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 202~~4~~⁵ through June 30, 202~~3~~⁷ and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 202~~4~~⁵ it shall give written notice of such intent no later than February 14, 202~~3~~⁷. Unless otherwise mutually agreed, the parties shall commence negotiations at least 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the teachers of the school district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

Section 3. Finality: Unless otherwise mutually agreed by the parties, any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: If any provision of this Agreement or the application of any such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR
WACONIA EDUCATION ASSOCIATION

FOR
INDEPENDENT SCHOOL DIST. NO. 110

~~Kari Klein~~ Roxanne Kuerschner
WEA President

Dana Geller
School Board Chair

~~Michael Jensen~~ Joshua Sell
WEA Secretary

~~Jackie Johnson~~ Luke DeBoer
School Board Clerk

~~Dave Aeling~~ Mark Bullis
WEA Chief Negotiator

Dated this ____ day of _____ 20224.

Dated this ____ day of _____ 20224.

2021~~5~~-2022~~6~~ Salary Schedule

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
B	46,146	47,729	49,366	51,059	52,812	54,623	56,496	58,434
C	47,462	49,090	50,774	52,516	54,317	56,179	58,106	60,099
D	48,815	50,489	52,220	54,011	55,864	57,781	59,762	61,812
E	50,205	51,927	53,708	55,550	57,456	59,427	61,466	63,574
F	51,637	53,407	55,240	57,134	59,095	61,121	63,217	65,385
G	53,108	54,931	56,815	58,762	60,778	62,863	65,020	67,250
H	54,622	56,496	58,433	60,436	62,511	64,654	66,873	69,166
I		58,105	60,098	62,159	64,293	66,498	68,777	71,137
J				63,932	66,125	68,392	70,738	73,164
K				65,754	68,008	70,342	72,754	75,250
L					69,947	72,346	74,827	77,394
M					71,940	74,407	76,960	79,599
N					73,991	76,529	79,153	81,867
O					76,101	78,710	81,409	84,203
P					78,268	80,953	83,731	86,600
Q					80,500	83,260	86,116	89,069
R					82,792	85,633	88,570	91,608
The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.								
Please refer to Article IX, Section 2.								
2025-2026 Salary Including Career Increment								
					BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
					BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment					86,725	89,701	92,777	95,959

20226-20237 Salary Schedule

Step	BA	BA+15 QTR	BA+30	BA+45	BA+60/MA	MA+15	MA+30	MA+45	
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM	
B	48,453	50,115	51,834	53,612	55,453	57,354	59,321	61,356	
C	49,835	51,545	53,313	55,142	57,033	58,988	61,011	63,104	
D	51,256	53,013	54,831	56,712	58,657	60,670	62,750	64,903	
E	52,715	54,523	56,393	58,328	60,329	62,398	64,539	66,753	
F	54,219	56,077	58,002	59,991	62,050	64,177	66,378	68,654	
G	55,763	57,678	59,656	61,700	63,817	66,006	68,271	70,613	
H	57,353	59,321	61,355	63,458	65,637	67,887	70,217	72,624	
I		61,010	63,103	65,267	67,508	69,823	72,216	74,694	
J				67,129	69,431	71,812	74,275	76,822	
K				69,042	71,408	73,859	76,392	79,013	
L					73,444	75,963	78,568	81,264	
M					75,537	78,127	80,808	83,579	
N					77,691	80,355	83,111	85,960	
O					79,906	82,646	85,479	88,413	
P					82,181	85,001	87,918	90,930	
Q					84,525	87,423	90,422	93,522	
R					86,932	89,915	92,999	96,188	
The Career Increment will begin after the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane.									
Please refer to Article IX, Section 2.									
2026-2027 Salary Including Career Increment									
						BA+60/MA QTR	MA+15 QTR	MA+30 QTR	MA+45 QTR
						BA+40 MA SEM	MA+10 SEM	MA+20 SEM	MA+30 SEM
Career Increment						91,061	94,186	97,416	100,757

An extra step will be given to eligible teachers half way through the 2026-2027 duty year.

Extra-Curricular Salary Schedules
Schedule C & D Rates

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10 Step 2 Plus	Year 11-15 Step 3 Plus	Year 16+ Step 4 Plus
Multiplier	2025-2026	\$ 50,489		\$200	\$200	\$300
	2026-2027	\$ 53,013				

Percent of BA 15, Step D

Cross Country

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Swimming

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Diving	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Football

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Tennis - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Volleyball - Girls

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Soccer - Boys

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Soccer - Girls

Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%

Dance Team

Head	13.5%	14.5%	14.5%	14.5%	14.5%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Middle School	7.0%	8.0%	8.0%	8.0%	8.0%

Basketball - Boys

Head	14.0%	15.0%	15.0%	15.0%	15.0%
Assistant	10.0%	11.0%	11.0%	11.0%	11.0%
9th Grade	9.0%	10.0%	10.0%	10.0%	10.0%
Middle School	8.0%	9.0%	9.0%	9.0%	9.0%

Basketball - Girls

Head	14.0%	15.0%	15.0%	15.0%	15.0%
Assistant	10.0%	11.0%	11.0%	11.0%	11.0%
9th Grade	9.0%	10.0%	10.0%	10.0%	10.0%
Middle School	8.0%	9.0%	9.0%	9.0%	9.0%

Gymnastics

Head	13.5%	14.5%	14.5%	14.5%	14.5%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Middle School	7.0%	8.0%	8.0%	8.0%	8.0%

Wrestling

Head	13.5%	14.5%	14.5%	14.5%	14.5%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Middle School	7.0%	8.0%	8.0%	8.0%	8.0%

Hockey

Head	14.0%	15.0%	15.0%	15.0%	15.0%
Assistant	10.0%	11.0%	11.0%	11.0%	11.0%

Baseball

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
9th Grade	6.0%	7.0%	7.0%	7.0%	7.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Golf - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Golf - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Lacrosse

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Softball - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
9th Grade	6.0%	7.0%	7.0%	7.0%	7.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Tennis - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Track - Boys

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

Track - Girls

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
Middle School	5.0%	5.5%	5.5%	5.5%	5.5%

**Strength
Coach**

	13.0%	14.0%	14.0%	14.0%	14.0%
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Cheerleading

Head Fall Advisor	5.5%	6.0%	6.0%	6.0%	6.0%
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Publications

HS Yearbook Advisor	11.0%	12.0%	12.0%	12.0%	12.0%
MS Yearbook Advisor	3.0%	3.5%	3.5%	3.5%	3.5%
HS Yearbook Photographer	11.0%	12.0%	12.0%	12.0%	12.0%

Speech

Director	6.0%	7.0%	7.0%	7.0%	7.0%
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Drama

Fall Musical Director	9.0%	10.0%	10.0%	10.0%	10.0%
Fall Musical Asst. Director	5.0%	5.5%	5.5%	5.5%	5.5%
Vocal Director	7.0%	8.0%	8.0%	8.0%	8.0%
Instrumental Director	7.0%	8.0%	8.0%	8.0%	8.0%
Spring Play Director	9.0%	10.0%	10.0%	10.0%	10.0%
Spring Play Assistant	5.0%	5.5%	5.5%	5.5%	5.5%
Middle School Play	5.0%	5.5%	5.5%	5.5%	5.5%
Middle School Play Assistant	2.3%	2.5%	2.5%	2.5%	2.5%

Music

Vocal Ensembles	4.5%	5.0%	5.0%	5.0%	5.0%
Jazz Ensemble	4.5%	5.0%	5.0%	5.0%	5.0%
Pep Band	4.0%	4.5%	4.5%	4.5%	4.5%
Instrumental Ensembles	4.5%	5.0%	5.0%	5.0%	5.0%
MS Instr. Ensemble	2.5%	3.0%	3.0%	3.0%	3.0%
MS Vocal Ensemble	2.0%	2.5%	2.5%	2.5%	2.5%

Conservation

Head	11.0%	12.0%	12.0%	12.0%	12.0%
Assistant	7.0%	8.0%	8.0%	8.0%	8.0%

Student Government

SH Student Council	7.0%	8.0%	8.0%	8.0%	8.0%
MS Student Council	3.0%	4.0%	4.0%	4.0%	4.0%
Prom Advisor	5.0%	6.0%	6.0%	6.0%	6.0%
Elem Student Council	2.0%	2.5%	2.5%	2.5%	2.5%

Youth Groups, National

FCCLA - Senior High	11.0%	12.0%	12.0%	12.0%	12.0%
FCCLA - Senior High Assistant	7.0%	8.0%	8.0%	8.0%	8.0%
FCCLA - Middle School	4.0%	5.0%	5.0%	5.0%	5.0%
National Honor Society	2.0%	2.5%	2.5%	2.5%	2.5%
Academic Learning	2.0%	2.5%	2.5%	2.5%	2.5%

**Marching
Band**

Head	13.0%	14.0%	14.0%	14.0%	14.0%
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Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
Show Choir					
Head	13.0%	14.0%	14.0%	14.0%	14.0%
Assistant	9.0%	10.0%	10.0%	10.0%	10.0%
9th Grade	8.0%	9.0%	9.0%	9.0%	9.0%
Middle School	6.0%	7.0%	7.0%	7.0%	7.0%
Unified Sports					
Head	7.0%	8.0%	8.0%	8.0%	8.0%
Assistant	3.0%	3.5%	3.5%	3.5%	3.5%
Academic Challenge (Knowledge Bowl)					
	7.0%	8.0%	8.0%	8.0%	8.0%
Arts and Culture Club					
	3.0%	3.5%	3.5%	3.5%	3.5%
Math League					
	3.0%	3.5%	3.5%	3.5%	3.5%
Math Counts					
	2.0%	2.5%	2.5%	2.5%	2.5%
School Patrol					
	1.5%	2.0%	2.0%	2.0%	2.0%
Science Club					
	3.0%	3.5%	3.5%	3.5%	3.5%
EC - Garden Manager					
	11.0%	12.0%	12.0%	12.0%	12.0%
International Club					
	3.0%	3.5%	3.5%	3.5%	3.5%
Robotics Club - Head					
	11.0%	12.0%	12.0%	12.0%	12.0%
Robotics Club - Assistant					
	7.0%	8.0%	8.0%	8.0%	8.0%
DECA Club - Head					
	11.0%	12.0%	12.0%	12.0%	12.0%
DECA Club - Assistant					
	7.0%	8.0%	8.0%	8.0%	8.0%

Extra-Curricular Salary Schedules
 Schedule C
 202~~15~~-202~~26~~

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10	Year 11-15	Year 16+
				Step 2 Plus	Step 3 Plus	Step 4 Plus
Multiplier	2025-2026	\$ 50,489		\$200	\$200	\$300
	2026-2027	\$ 53,013				

Percent of BA 15, Step D

Cross Country

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
Middle School	2,524	2,777	2,777	2,777	2,777

Swimming

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
Diving	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Football

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
9th Grade	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Tennis - Girls

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039

Volleyball - Girls

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
9th Grade	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Soccer - Boys

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
9th Grade	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Soccer - Girls

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
9th Grade	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Dance Team

Head	6,816	7,321	7,321	7,321	7,321
Assistant	4,544	5,049	5,049	5,049	5,049
Middle School	3,534	4,039	4,039	4,039	4,039

Basketball - Boys

Head	7,068	7,573	7,573	7,573	7,573
Assistant	5,049	5,554	5,554	5,554	5,554
9th Grade	4,544	5,049	5,049	5,049	5,049
Middle School	4,039	4,544	4,544	4,544	4,544

Basketball - Girls

Head	7,068	7,573	7,573	7,573	7,573
Assistant	5,049	5,554	5,554	5,554	5,554
9th Grade	4,544	5,049	5,049	5,049	5,049
Middle School	4,039	4,544	4,544	4,544	4,544

Gymnastics

Head	6,816	7,321	7,321	7,321	7,321
Assistant	4,544	5,049	5,049	5,049	5,049
Middle School	3,534	4,039	4,039	4,039	4,039

Wrestling

Head	6,816	7,321	7,321	7,321	7,321
Assistant	4,544	5,049	5,049	5,049	5,049
Middle School	3,534	4,039	4,039	4,039	4,039

Hockey

Head	7,068	7,573	7,573	7,573	7,573
Assistant	5,049	5,554	5,554	5,554	5,554

Baseball

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
9th Grade	3,029	3,534	3,534	3,534	3,534
Middle School	2,524	2,777	2,777	2,777	2,777

Golf - Boys

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
Middle School	2,524	2,777	2,777	2,777	2,777

Golf - Girls

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
Middle School	2,524	2,777	2,777	2,777	2,777

Lacrosse

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039

**Softball -
Girls**

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
9th Grade	3,029	3,534	3,534	3,534	3,534
Middle School	2,524	2,777	2,777	2,777	2,777

Tennis - Boys

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039

Track - Boys

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
Middle School	2,524	2,777	2,777	2,777	2,777

Track - Girls

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039
Middle School	2,524	2,777	2,777	2,777	2,777

**Strength
Coach**

	6,564	7,068	7,068	7,068	7,068
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Cheerleading

Head Fall Advisor	2,777	3,029	3,029	3,029	3,029
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Publications

HS Yearbook Advisor	5,554	6,059	6,059	6,059	6,059
MS Yearbook Advisor	1,515	1,767	1,767	1,767	1,767
HS Yearbook Photographer	5,554	6,059	6,059	6,059	6,059

Speech

Director	3,029	3,534	3,534	3,534	3,534
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Drama

Fall Musical Director	4,544	5,049	5,049	5,049	5,049
Fall Musical Asst. Director	2,524	2,777	2,777	2,777	2,777
Vocal Director Instrumental	3,534	4,039	4,039	4,039	4,039
Director	3,534	4,039	4,039	4,039	4,039
Spring Play Director	4,544	5,049	5,049	5,049	5,049
Spring Play Assistant	2,524	2,777	2,777	2,777	2,777
Middle School Play	2,524	2,777	2,777	2,777	2,777
Middle School Play Assistant	1,161	1,262	1,262	1,262	1,262

Music

Vocal Ensembles	2,272	2,524	2,524	2,524	2,524
Jazz Ensemble	2,272	2,524	2,524	2,524	2,524
Pep Band	2,020	2,272	2,272	2,272	2,272
Instrumental MS Instr. Ensemble	2,272	2,524	2,524	2,524	2,524
MS Vocal Ensemble	1,262	1,515	1,515	1,515	1,515
MS Vocal Ensemble	1,010	1,262	1,262	1,262	1,262

Conservation

Head	5,554	6,059	6,059	6,059	6,059
Assistant	3,534	4,039	4,039	4,039	4,039

Student Government

SH Student Council	3,534	4,039	4,039	4,039	4,039
MS Student Council	1,515	2,020	2,020	2,020	2,020
Prom Advisor	2,524	3,029	3,029	3,029	3,029
Elem Student Council	1,010	1,262	1,262	1,262	1,262

Youth Groups, National

FCCLA - Senior High	5,554	6,059	6,059	6,059	6,059
FCCLA - Senior High Assistant	3,534	4,039	4,039	4,039	4,039
FCCLA - Middle School	2,020	2,524	2,524	2,524	2,524
National Honor Society	1,010	1,262	1,262	1,262	1,262
Academic Learning	1,010	1,262	1,262	1,262	1,262

Marching Band

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049

Show Choir

Head	6,564	7,068	7,068	7,068	7,068
Assistant	4,544	5,049	5,049	5,049	5,049
9th Grade	4,039	4,544	4,544	4,544	4,544
Middle School	3,029	3,534	3,534	3,534	3,534

Unified Sports

Head	3,534	4,039	4,039	4,039	4,039
Assistant	1,515	1,767	1,767	1,767	1,767

Academic Challenge (Knowledge Bowl)	3,534	4,039	4,039	4,039	4,039
Arts and Culture Club	1,515	1,767	1,767	1,767	1,767
Math League	1,515	1,767	1,767	1,767	1,767
Math Counts	1,010	1,262	1,262	1,262	1,262
School Patrol	757	1,010	1,010	1,010	1,010
Science Club	1,515	1,767	1,767	1,767	1,767
EC - Garden Manager	5,554	6,059	6,059	6,059	6,059
International Club	1,515	1,767	1,767	1,767	1,767
Robotics Club - Head	5,554	6,059	6,059	6,059	6,059
Robotics Club - Assistant	3,534	4,039	4,039	4,039	4,039
DECA Club - Head	5,554	6,059	6,059	6,059	6,059
DECA Club - Assistant	3,534	4,039	4,039	4,039	4,039

Extra-Curricular Salary Schedules
 Schedule D
 202~~26~~-202~~37~~

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		Year 1-2	Year 3-5	Year 6-10	Year 11-15	Year 16+
				Step 2 Plus	Step 3 Plus	Step 4 Plus
Multiplier	2025-2026	\$ 50,489		\$200	\$200	\$300
	2026-2027	\$ 53,013				

Percent of BA 15, Step D

Cross Country

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
Middle School	2,651	2,916	2,916	2,916	2,916

Swimming

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
Diving	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Football

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
9th Grade	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Tennis - Girls

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241

Volleyball - Girls

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
9th Grade	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Soccer - Boys

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
9th Grade	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Soccer - Girls

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
9th Grade	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Dance Team

Head	7,157	7,687	7,687	7,687	7,687
Assistant	4,771	5,301	5,301	5,301	5,301
Middle School	3,711	4,241	4,241	4,241	4,241

Basketball - Boys

Head	7,422	7,952	7,952	7,952	7,952
Assistant	5,301	5,831	5,831	5,831	5,831
9th Grade	4,771	5,301	5,301	5,301	5,301
Middle School	4,241	4,771	4,771	4,771	4,771

Basketball - Girls

Head	7,422	7,952	7,952	7,952	7,952
Assistant	5,301	5,831	5,831	5,831	5,831
9th Grade	4,771	5,301	5,301	5,301	5,301
Middle School	4,241	4,771	4,771	4,771	4,771

Gymnastics

Head	7,157	7,687	7,687	7,687	7,687
Assistant	4,771	5,301	5,301	5,301	5,301
Middle School	3,711	4,241	4,241	4,241	4,241

Wrestling

Head	7,157	7,687	7,687	7,687	7,687
Assistant	4,771	5,301	5,301	5,301	5,301
Middle School	3,711	4,241	4,241	4,241	4,241

Hockey

Head	7,422	7,952	7,952	7,952	7,952
Assistant	5,301	5,831	5,831	5,831	5,831

Baseball

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
9th Grade	3,181	3,711	3,711	3,711	3,711
Middle School	2,651	2,916	2,916	2,916	2,916

Golf - Boys

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
Middle School	2,651	2,916	2,916	2,916	2,916

Golf - Girls

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
Middle School	2,651	2,916	2,916	2,916	2,916

Lacrosse

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241

**Softball -
Girls**

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
9th Grade	3,181	3,711	3,711	3,711	3,711
Middle School	2,651	2,916	2,916	2,916	2,916

Tennis - Boys

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241

Track - Boys

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
Middle School	2,651	2,916	2,916	2,916	2,916

Track - Girls

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241
Middle School	2,651	2,916	2,916	2,916	2,916

**Strength
Coach**

6,892	7,422	7,422	7,422	7,422
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Cheerleading

Head Fall Advisor	2,916	3,181	3,181	3,181	3,181
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Publications

HS Yearbook Advisor	5,831	6,362	6,362	6,362	6,362
MS Yearbook Advisor	1,590	1,855	1,855	1,855	1,855
HS Yearbook Photographer	5,831	6,362	6,362	6,362	6,362

Speech

Director	3,181	3,711	3,711	3,711	3,711
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Drama

Fall Musical Director	4,771	5,301	5,301	5,301	5,301
Fall Musical Asst. Director	2,651	2,916	2,916	2,916	2,916
Vocal Director Instrumental Director	3,711	4,241	4,241	4,241	4,241
Spring Play Director	4,771	5,301	5,301	5,301	5,301
Spring Play Assistant	2,651	2,916	2,916	2,916	2,916
Middle School Play	2,651	2,916	2,916	2,916	2,916
Middle School Play Assistant	1,219	1,325	1,325	1,325	1,325

Music

Vocal Ensembles	2,386	2,651	2,651	2,651	2,651
Jazz Ensemble	2,386	2,651	2,651	2,651	2,651
Pep Band	2,121	2,386	2,386	2,386	2,386
Instrumental MS Instr. Ensemble	2,386	2,651	2,651	2,651	2,651
MS Vocal Ensemble	1,325	1,590	1,590	1,590	1,590
	1,060	1,325	1,325	1,325	1,325

Conservation

Head	5,831	6,362	6,362	6,362	6,362
Assistant	3,711	4,241	4,241	4,241	4,241

Student Government

SH Student Council	3,711	4,241	4,241	4,241	4,241
MS Student Council	1,590	2,121	2,121	2,121	2,121
Prom Advisor	2,651	3,181	3,181	3,181	3,181
Elem Student Council	1,060	1,325	1,325	1,325	1,325

Youth Groups, National

FCCLA - Senior High	5,831	6,362	6,362	6,362	6,362
FCCLA - Senior High Assistant	3,711	4,241	4,241	4,241	4,241
FCCLA - Middle School	2,121	2,651	2,651	2,651	2,651
National Honor Society	1,060	1,325	1,325	1,325	1,325
Academic Learning	1,060	1,325	1,325	1,325	1,325

Marching Band

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301

Show Choir

Head	6,892	7,422	7,422	7,422	7,422
Assistant	4,771	5,301	5,301	5,301	5,301
9th Grade	4,241	4,771	4,771	4,771	4,771
Middle School	3,181	3,711	3,711	3,711	3,711

Unified Sports

Head	3,711	4,241	4,241	4,241	4,241
Assistant	1,590	1,855	1,855	1,855	1,855

Academic Challenge (Knowledge Bowl)	3,711	4,241	4,241	4,241	4,241
Arts and Culture Club	1,590	1,855	1,855	1,855	1,855
Math League	1,590	1,855	1,855	1,855	1,855
Math Counts	1,060	1,325	1,325	1,325	1,325
School Patrol	795	1,060	1,060	1,060	1,060
Science Club	1,590	1,855	1,855	1,855	1,855
EC - Garden Manager	5,831	6,362	6,362	6,362	6,362
International Club	1,590	1,855	1,855	1,855	1,855
Robotics Club - Head	5,831	6,362	6,362	6,362	6,362
Robotics Club - Assistant	3,711	4,241	4,241	4,241	4,241
DECA Club - Head	5,831	6,362	6,362	6,362	6,362
DECA Club - Assistant	3,711	4,241	4,241	4,241	4,241

ATTACHMENT E
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall mean an issue about which there is disagreement, confusion or dispute regarding the interpretation or application of this Agreement and its provisions.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement and must be put in writing.

Subd. 2. Days: Reference to days regarding the timelines in this procedure shall refer to working days. A working day is defined as all weekdays, Monday through Friday, not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the actual event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

Subd. 5. Association: The Waconia Education Association shall be the designated representative of grievants who wish to pursue a grievance.

Section 4. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its designee to issue a decision and/or written response within the time periods

provided shall constitute a denial of the grievance, and the teacher may appeal to the next level. Any agreements to extend or waive the timelines shall be put forth in writing by the parties.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: The teacher(s) and his/her WEA representative and the school board's designee shall meet in an attempt to resolve the grievance within twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of its occurrence.

Subd. 2. Level II: If informal discussion does not resolve the grievance, the grievant and his/her WEA representative will submit in writing a statement which sets forth the facts, the specific provision(s) of the Agreement violated, and the relief sought. The written grievance must be submitted to the building principal within ten (10) days of the informal meeting with the school board's designee.

Subd. 3. Level III: The parties will meet within ten (10) days of the receipt of the written grievance to attempt to resolve it. The school board designee will respond in writing to the grievant and the WEA within ten (10) days of the meeting.

Subd. 4. Level IV: If the level III meeting was not with the Superintendent, the Superintendent, the grievant, and his/her WEA representative shall meet within ten (10) days of receipt of the Level III written response. The Superintendent will respond in writing to the grievant and the WEA representative within ten (10) days of the meeting.

Section 6. School Board Review: The school board may review any decision issued by the Superintendent under Level III or IV of this procedure or at the request of the Association provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision at Level IV has been rendered. The school board may affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within fifteen (15) days after notification of its intent to review. In the event the grievance is not resolved, the grieving party may appeal the decision to the next level.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Association and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the Association, and such a request must be filed in the office of the superintendent within twenty (20) days following the decision at Level IV or within twenty (20) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Within ten (10) days after the request to arbitrate, the Association shall request the Director of the Bureau of Mediation Service to submit a list of five (5) arbitrators. The parties shall alternatively strike names until one remains and that person shall be the arbitrator. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Director of Bureau of Mediation Service within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public schools to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: Grievances must be filed on the form provided in this Section. Forms shall be supplied by the school district.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be

immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ATTACHMENT F

GRIEVANCE REPORT FORM
Independent School District No. 110

Grievance No.: _____

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant Date Signature of Union Representative Date

Date of Receipt: _____

CC: Superintendent of Schools, Human Resources, Principal, Exclusive Representative

ATTACHMENT G

403(b) Bridge

For the employees listed in this Attachment G and who meet the following list of qualifications, the district will pay a lump sum of the difference between \$40,000 and the total 403(b) district match contribution at the time of their retirement (the “bridge”). Employees must be retiring from the district using the current TRA retirement rule for the employee:

- A tenured employee who worked for District #110 in 1995
- Worked continuously for District #110 until their retirement
- Received and contributed the maximum 403(b) district match for each year since 1995
- Will not reach a total 403(b) contribution of \$40,000 by the date of their retirement.

These employees qualify for the bridge:

In addition, the district will provide the bridge to the following employees:

Peter Bjorlin
Lynn Johnson
Kathryn Kurtz
Pamela Melchert

Beginning with the 2011-2012 school year, if these employees do not contribute the maximum 403(b) matching contribution each year until their retirement, they lose their eligibility for the bridge.

7.C. Custodial/Maintenance Collective Bargaining
Agreement 2023-2025

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

**SEIU Local 284 Service Employees International Union
Custodial / Maintenance Employees Summary of 2023-2025 & 2025-2027
Tentative Agreement**

The parties have tentatively agreed to two consecutive two-year contracts. The first contract covers the period from July 1, 2023, to June 30, 2025. The second contract covers the period from July 1, 2025, to June 30, 2027. Ratification of each contract is contingent upon the ratification of both contracts by both the Union and the School Board.

This agreement pertains to a twelve-month employee group. The tentative agreement includes modifications to language regarding holidays and provisions for Juneteenth.

To ensure the School District remains competitive in the job market, the parties agreed to remove Steps 1 and 2 from the salary schedule. Current employees on Step 1 or 2 will move to Step 3. New employees hired on or after July 1, 2024, will start at Step 3 or higher, depending on experience.

District Proposal (6/10/2024) - Two 2-Year Contracts

Year 1 (2023-2024)

- 1% salary increase plus step
- \$500 one-time payment
- Retroactive pay on step and 1% salary schedule improvement

Year 2 (2024-2025)

- 1% salary increase plus step
- 10% increase in District Contribution to health insurance
- Additional step (12) added to salary schedule, going forward
- An additional \$50/year added to the 403(b) Defined Contribution Plan district match as well as an increase to the lifetime maximum district contribution

Year 3 (2025-2026)

- 3% salary increase plus step
- 10% increase in District contribution to health insurance

Year 4 (2026-2027)

- 5% salary increase plus step
- 10% increase in District contribution to health insurance
- An additional \$50/year added to the 403(b) Defined Contribution Plan district match

The negotiation teams worked collaboratively to reach compromises that provided an acceptable result while respecting the School District's current financial situation. Waconia's custodial and maintenance employees deserve to be commended for their commitment to ISD 110.

AGREEMENT

between

**Service Employees International Union Local 284
Custodial/Maintenance Employees**

and

Independent School District No. 110, Waconia

Effective July 1, 202~~13~~3 through June 30, 202~~35~~5

Ratified by the ISD 110 Custodial/Maintenance Employees _____.

Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
MASTER AGREEMENT**

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ARTICLE I PURPOSE

Section 1. Parties - This agreement, entered into between the school board of Independent School District No. 110, hereinafter referred to as the School District, and Service Employees International Union Local 284, hereinafter referred to as the exclusive representative, pursuant to the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for custodians, groundskeepers and maintenance employees during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition - In accordance with PELRA, the School District recognizes Service Employees International Union Local 284 as the exclusive representative for custodians, groundskeepers and maintenance employees employed by the school board of Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

Section 2. Appropriate Unit - The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement, and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment - The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of contribution to premiums for group insurance covered for retired employees or severance pay and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit - For purposes of this agreement, the term custodians, groundskeepers and maintenance employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms - Terms not defined in this agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights - The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities - The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District

within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations - The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the school board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders by the School District are not inconsistent with the terms of this agreement and recognizes that the School District, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the state. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights - The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views - Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join - Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off and Political Action Fund Checkoff - Employees shall have the right to request and be allowed check off for the ~~Union employee organization of their selection and for the political action fund associated with the Union and registered pursuant to Minn.Stat. §10A. 12~~ and provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to PELRA. ~~Upon receipt of a properly executed authorization card (including written or electronic) of the employee involved, Upon receipt of notice from the Union that an employee has signed an authorization to deduct Union dues and/or political action fund contribution,~~ the School District will deduct from the employee's paycheck the dues ~~and/or political action fund contribution~~ that the employee has agreed to pay to the ~~Union employee organization~~ during the period provided in said authorization. The School District shall continue such deductions until notified by the exclusive representative to cease. Deductions shall be made each month and deductions so made shall be transmitted to the ~~Union designated organizations~~ together with a list of names of the

employees from whom deductions were made. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the request for dues and/or political action fund checkoff.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay

Subd. 1 - The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of the agreement for the period commencing July 1, 202~~4~~³ to June 30, 202~~5~~⁵.

Subd. 2 - A salary increase is not automatic and is effective only upon affirmative action of the School District. The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine. This shall not be done without thirty (30) days written notice before July 1 to the union and the employee.

Subd. 3 - For purposes of salary/wage advancement, the anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

Subd. 4 - All new employees will have a job review in the first six months of employment. Beginning July 1, 2016, new employees hired at Step 1 may be advanced on the salary schedule to Step 2 after six months, pending a positive review.

Subd. 5 - All beginning Custodial Cleaner personnel will be hired to perform basic cleaning duties as assigned by the supervisor and administration. Upon request by the employee and agreement between the supervisor, administration and employee, that custodian may advance to the Custodial Maintenance schedule should his/her duties warrant. When such placement is authorized, the custodian will be placed on the appropriate step of the Custodial Maintenance schedule according to length of service in the district and amount of experience in light maintenance duties, and may not necessarily be placed on the same step as he/she was on the Custodial Cleaner schedule.

Subd. 6. During the school year, any Custodial Cleaner assigned by the Director of Buildings and Grounds to fill in at a higher classification for at least ten (10) consecutive student days shall be paid at the equivalent step for the higher classification.

Subd. 7. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to his or her current rate until a successor agreement is executed.

Section 2. Overtime - Each employee shall be paid one and one-half times their basic hourly rate for each hour worked in excess of forty (40) hours on paid status in a calendar week. Basic hourly rate is the

actual rate paid for non-overtime hours during the same pay period, which includes second shift differential. Each employee shall also be paid one and one-half times for each hour worked in excess of forty (40) hours on paid status in a calendar week for night lead, snow removal, boiler license, and pesticide applicator certification compensation. Upon prior approval by the Director of Buildings and Grounds, full-time employees may request use of compensatory time in lieu of overtime pay up to a maximum of forty and one-half (40.5) hours of compensatory time resulting from twenty-seven (27) hours of overtime worked. Part-time employees may request use of compensatory time in lieu of overtime pay up to a maximum number that is equal to their regularly scheduled weekly hours. Any employee who has accrued compensatory time must use that compensatory time before the end of the fiscal year (June 30) or be paid for the accrued time. Overtime shall be paid or compensatory time accumulated for each hour worked in excess of forty (40) hours on paid status in a calendar week, for which overtime has not been paid on any other basis.

Section 3. Second Shift Differential - Custodial Cleaners shall receive a second shift (shift extends beyond 6:00 PM regardless of starting time) differential as follows:

Effective 7/1/202~~1~~³

Steps 1 – 2	\$1.55 per hour
Steps 3 – 4	\$1.80 per hour
Steps 5 – 8	\$2.05 per hour
Steps 9 – 10	\$2.55 per hour
Step 11 ±	\$2.95 per hour

Custodial Cleaners regularly assigned to a second shift will be paid the second shift differential for daily hours throughout the year.

Section 4. Boiler License Compensation - Employees holding boiler licenses shall be compensated for said license in addition to the basic wage rate. Boiler License compensation per hour override:

Special License	\$0.25
2nd Class License	\$0.40
1st Class License	\$0.60
Chief License	\$0.70

Proof of initial registration and biannual renewal of boilers’ licenses in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 5. Registered Unlicensed Electrician Compensation - A Custodial/Maintenance employee for whom the School District has required registration as an unlicensed electrician will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 6. Pesticide Applicator Certification Compensation – An employee for whom the School District has required certification as a pesticide applicator will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual recertification in the form of an updated certification card

issued by the Minnesota Department of Agriculture will be required to receive the additional compensation.

Section 7. Night Lead Custodian Compensation – Elementary Night Lead Custodians shall receive an additional \$115.00 per month. Middle School Night Lead Custodians shall receive an additional \$125.00 per month. High School Night Lead Custodians shall receive an additional \$150.00 per month.

Section 8. Snow Removal Compensation - The Groundskeeper shall receive an additional \$50.00 per month for district-wide snow removal.

Section 9. Late Night Special Event Compensation - Employees required to work past 11:00 PM for special events not supported by District funds (e.g., fundraisers, after-prom parties) will be paid an additional \$0.80 per hour for that shift, plus overtime if applicable.

Section 10. Saturday/Sunday Compensation - All work performed on a Saturday or Sunday will be paid at the rate of time and one-half. These provisions shall be in effect regardless of an employee’s total weekly hours, unless the employee is specifically employed to work on a scheduled shift that includes Saturday and/or Sunday.

Section 11. Holiday Compensation - An employee who performs building checks or other duties on a holiday or the employee’s observed holiday (according to this Agreement) shall be paid two times the employee’s regular rate of pay for the work performed on the holiday or the observed holiday, in addition to the employee’s holiday pay. This provision will be in effect unless a holiday or the employee’s observed holiday is a student day. If a holiday falls on a student day, then an alternate holiday may be scheduled by the employee with approval from the Director of Buildings and Grounds. An employee will not be paid two times the employee’s regular rate of pay for work performed on a student day.

Section 12. Longevity - Employees will receive \$200.00 per year after fifteen (15) years of continuous service, \$400.00 per year after twenty (20) years of continuous service and \$600.00 per year after twenty-five (25) years of continuous service.

Section 13. Mileage - Use of an employee vehicle for travel authorized by the Director of Buildings and Grounds or designee shall be reimbursed at the District rate per mile.

Section 14. Wellness Bonus - Full-time employees will receive an annual wellness bonus as follows if:

No more than eight (8) hours of sick leave used:	\$300.00
No more than sixteen (16) hours of sick leave used:	\$200.00
No more than twenty-four (24) hours of sick leave used:	\$100.00

Employees may apply unused vacation and/or personal days for sick leave days used during the year to qualify for the wellness bonus. Wellness bonuses earned at the end of a fiscal year will be paid on the July 31 pay date of the new fiscal year. Approved bereavement leave will not be considered an absence for the purposes of this section.

Part-time personnel shall receive a prorated wellness bonus based on the percentage of full-time hours worked.

Section 15. Uniforms - The School District will furnish 4 uniforms for each new employee and three (3) sets (shirts and pants) or combination thereof per year per employee for uniforms thereafter. The School District may provide other work related items such as insulated coveralls or jackets upon employee request.

Section 16. Cellular Telephones – Employees required by the School District to carry a personal cellular telephone for work purposes shall receive up to \$50.00 per month. To receive payment pursuant to this section, an employee must provide his/her personal cellular telephone number and a copy of his/her most current access plan charges to the School District’s business office to confirm they have a personal cellular telephone for these purposes. Employees receiving payment under this section must timely respond to work-related telephone calls made to their personal cellular telephone during working hours.

Section 17. Retroactive Pay - Retroactive pay pursuant to the provisions of this Agreement shall be made to all employees who are employed as of the date of execution of this Agreement by the parties. Employees who have terminated employment prior to the date of execution of this Agreement shall not be entitled to any payments pursuant to this Agreement.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier - The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Group Insurance

Subd. 1. Health and Hospitalization (Full-time) - According to the following schedule, the School District will contribute a monthly sum, not to exceed the listed amounts toward the cost of the premium for the current district medical/hospitalization plan for each full time custodian employed by the School District who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Monthly District Contribution:

<u>Effective Date</u>	<u>Amount</u>
July 1, 202 4	Single Policy \$767.13 843.84
	2-Party Policy \$1,185.91 1,304.50
	Family Policy \$1,476.88 1,624.58

School District monthly insurance contributions reflect the amounts provided in the Waconia Education Association’s 202~~13~~-202~~35~~ collective bargaining agreement.

Subd. 2. Health and Hospitalization (Part-time) - A custodian scheduled an average of at least four hours per day but less than full time shall be eligible for a pro rata contribution based on the custodian’s work schedule. The amount of the district’s contribution will be determined by dividing the employee’s number of daily hours by eight, and then applying the resulting decimal

to the amount listed in subd. 1 for full-time employees. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Subd. 3. Income Protection - The school board shall contribute the premium cost for coverage for each custodian employed by the School District who works at least four (4) hours per day and who is enrolled in the group plan.

Subd. 4. Dental - Any district contribution amount as listed above that is not used toward the purchase of the health insurance plan for which the employee is eligible may be used toward the purchase of a dental insurance plan through the School District. Any cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 5. Term Life Insurance - The School District shall provide a \$50,000 term life insurance policy for each custodian employed by the School District who works eight (8) hours per day. The district shall provide a \$30,000 term life insurance policy for each custodian employed by the district who works at least four (4) hours per day, but less than eight (8) hours per day.

Subd. 6. Optional Insurance Plan - The parties agree to offer an additional High Deductible Insurance Plan for single, single plus one, and family health insurance coverage. Employees selecting this option will have a contribution made to a VEBA Trust. The School District contribution towards the VEBA Trust and premium will not exceed the amounts listed in Section 2, Subdivision 1 of this Article.

Section 3. Duration of Insurance Contribution - An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last paid working day. Employees shall be permitted to continue health and hospitalization insurance coverage upon termination of employment only as provided by law.

Full-time employees who retire after completing at least fifteen (15) years of continuous service with the School District and who are at least sixty-two (62) years of age shall be eligible for School District contribution of \$155.00 per month toward the district's existing group health and hospitalization insurance program up to the age of Medicare eligibility. It is the responsibility of the employee to make arrangements to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

ARTICLE VIII HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 1. Holidays – Twelve (12) holidays will be observed annually to coincide with the school calendar.

Subd. 1 - The following days will be observed as holidays **during the 2023-2024 contract year**:

New Year's Eve Day	Christmas Eve Day
New Year's Day	Christmas Day
Martin Luther King Jr. Day	Independence Day
Presidents' Day	Labor Day
Good Friday or Monday after Easter	Thanksgiving Day

Memorial Day

Day after Thanksgiving Day

The following days will be observed as holidays during the 2024-2025 contract year:

Independence Day

New Year's Day

Labor Day

Martin Luther King, Jr. Day

Thanksgiving Day

President's Day

Day after Thanksgiving Day

~~Good Friday or Monday after Easter~~

~~Christmas Eve Day December 24~~

April 21

~~Christmas Day December 25~~

Memorial Day

New Year's Eve Day

Subd. 2 - When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, then an alternate holiday will be designated by the School District.

Subd. 3 - Part-time employees are eligible for holidays. Holiday pay for part-time employees will be paid to parallel the number of hours normally worked in a day.

Section 2. Vacation Leave

Subd. 1 - New Employees: An employee shall not earn vacation during the first six (6) months of employment. After the first 6 months of employment, the employee shall be credited 5/6 of a day of vacation time per month or partial month between the employee's six-month anniversary date and the first July 1 following the employee's six-month anniversary date.

Subd. 2 - For vacation purposes, an employee's anniversary date shall be adjusted to July 1 of the calendar year in which she/he was first permanently employed. The employee shall then accrue vacation according to the schedules below.

Subd. 3 - Employees shall earn the following amounts of vacation per fiscal year. On July 1 of each year, each employee will be credited with vacation time to be earned in the ensuing year. The employee may use vacation time in the fiscal year during which it is being earned, consistent with the district's operational needs. The used vacation hours will be figured at an hourly rate in not less than 15-minute increments. An employee terminating employment during the fiscal year shall receive payment for any vacation time earned but not used. Any employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from the employee's final paycheck.

Up to and including 5 years of continuous employment	(80 hours)
6th through 13th year of continuous employment	(120 hours)
14th through 19th year of continuous employment	(160 hours)
After 19 years of continuous employment	(200 hours)

Subd. 4 - Vacation time may be carried over until December 31 of the year following the year in which it was credited to an employee. Thus, an employee has eighteen (18) months in which to

use vacation time. When extraordinary circumstances are present, additional time may be granted for the use of earned vacation with the approval of the superintendent or his/her designee.

Subd. 5 - The employer reserves the right to schedule all vacations. Generally, no vacations shall be scheduled during the last two (2) weeks prior to the start of the school year. Except in the case of emergencies, such requests shall be submitted at least two weeks in advance of time taken.

The parties recognize that vacation time must sometimes be taken during the course of the school year, due to difficulty of fitting all vacation time into the summer months. The parties agree that vacations may be scheduled during the school year where practicable and upon the supervisor's approval.

Subd. 6 - When a holiday listed in this Agreement falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, that day shall not count as a vacation day.

Subd. 7 - Part-time employees shall be allowed vacation time prorated according to hours worked, and in accordance with the new employee vacation schedule above.

Section 3. Personal Leave - Each custodian will be granted two personal days each year (16 hours for each full-time employee) by the District. Beginning with the fourth year of employment, each custodian will be granted three personal days each year (24 hours for each full-time employee) by the District. The reason for the granted leave days is at the discretion of the employee. The electronic request should be submitted one week in advance of the requested leave date(s) to the Director of Buildings and Grounds. Personal leave is non-accumulative and must be used in the fiscal year in which it was credited. Custodians may be granted additional personal days at the discretion of the School District that will be deducted from sick leave.

Section 4. Sick Leave

Subd. 1 - All full-time employees shall earn sick leave at the rate of 10 hours (1.25 days) each month of service in the employ of the School District. All part-time employees shall earn sick leave each month of service in the employ of the School District as follows:

Number of scheduled weekly hours / 40 x 10 = Number of hours of sick leave.

Sick leave used will be rounded up to the nearest hour.

Subd. 2 - Unused sick leave days may accumulate to a maximum credit of 960 hours (120 days) of sick leave per employee.

Subd. 3 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee may use sick leave for absence due to an illness or injury to the employee's child.

Subd. 4 - The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified ~~physician~~ health care provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the

final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5 - In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7 - Sick leave pay shall be approved only upon submission of an electronic request in the format required by the School District.

Section 5. Federal Family and Medical Leave Act - All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Section 6. Emergency Family /Bereavement Leave

Subd. 1 - A full-time employee may be granted a leave of no more than 5 days per year, nonaccumulative, the days to be deducted from sick leave, in the event of a death or serious illness of someone in the employee's immediate family.

Subd. 2 - The employee's immediate family shall be deemed to include spouse, domestic partner living in the home, children, father, mother, stepparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent, or grandchildren. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3 - Request for emergency family leave must be made in writing to the superintendent of schools or his/her designee at least 3 days in advance except in the event of emergencies. The request shall state the reason for the proposed leave.

Subd. 4 - The School District and/or superintendent of schools may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence, and the School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 5 - In the event that a medical certificate will be required in a case of proposed family sick leave, the employee will be so advised.

Subd.6 Other Bereavement Leave - In cases of death of anyone not specifically addressed by the immediate family, all full-time personnel shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. Part-time personnel will be prorated based on a percentage of full-time each part time person works.

Section 7. Jury Duty Leave - Employees required to perform jury duty shall receive from the School District sufficient amounts of compensation for the period of such service, which taken together with their pay for jury duty will equal the amount they would have received if employed solely by the School District at base pay in their usual occupation during that period.

Section 8. PERA Leave

Subd. 1 - To comply with the requirements of PERA, a full-time employee whose accumulated sick leave is entirely used and who is not able to return to his/her normal duties because of illness, may, in the sole discretion of the School District, be provided with a temporary leave of absence without pay or benefits not to exceed one calendar year and may be reinstated if a position is then available. Seniority would not be affected by a temporary leave of absence.

Subd. 2 - The School District shall notify the office of the PERA of any action taken pursuant to this section and shall annually notify said office relative to summer layoffs.

Section 9. Workers' 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 and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2 - A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' 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 or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 10. Other Leaves

Subd. 1. Leaves of absence without pay - An application for a leave of absence under this section shall be made in writing to the Director of Buildings and Grounds setting forth the reason for the requested leave. Applications shall be made at least five (5) business days prior to the requested leave. No such leave shall be granted unless expressly authorized by the Director of Buildings and Grounds in writing. In considering such leave request, the Director of Buildings and Grounds shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors which may be deemed relevant by the Director of Buildings and Grounds. Special consideration will be made in case of an emergency.

ARTICLE IX HOURS AND TYPES OF SERVICE

Section 1. Basic Work Week - The work week shall be determined by the School District and shall consist of five consecutive eight hour days, unless another work schedule is mutually agreed through the Meet and Discuss process. Custodians who were employed as of the date of ratification by both parties for the 2005-2007 agreement shall not be required to work a regularly scheduled shift which includes either a Saturday, a Sunday, or both, nor shall such an employee be required to work a regularly scheduled third shift, defined as a shift that begins at or after 6:00 p.m. or before 5:30 a.m.

Subd. 1 - Employees who work a regular shift of more than 8 hours per day shall receive holiday pay equal to the number of daily hours to which the employee is assigned. (Thus, an employee who works 10-hour days will receive holiday pay for the holidays listed in this Agreement at 10 hours per holiday. If a listed holiday falls on a day that employee is not scheduled to work, one of the employee's regularly scheduled work days will be designated as the employee's holiday.)

Section 2. Procedures and Assignments - Work locations, procedures and assignments shall be determined by the School District.

Section 3. Boilers' License - Each employee shall, within 6 months of the start of employment, obtain a minimum grade Boilers' License. They shall also work toward a chief Boilers' License. Custodial Cleaners shall not be required to obtain a license. If a custodian does not have a Boilers' License, they shall not be eligible for building checks.

Section 4. Saturday, Sunday, and Holiday Building Checks, and Call Back Pay

Subd. 1 - Church services and security checks on all buildings shall be made in accordance with seniority based schedules drawn up by the School District. In creating the schedule, the District shall circulate a list of the dates for which building checks are needed to employees on the basis of seniority. Each employee may select up to nine (9) church services, or nine (9) weekend building checks, or a combination of both to equal nine (9) activities for which coverage is needed. If an employee cannot work their scheduled shift, the Director of Buildings and Grounds will find a replacement.

Employees must be fully qualified as determined by the School District to complete building checks. The qualifications necessary for performing building checks consists of a minimum grade boilers' license, completion of the probationary period, and knowledge of each building and maintenance program.

Subd. 2 - If an employee checks five (5) buildings they shall receive four (4) hours of pay, if six (6) buildings are checked, they shall receive five (5) hours of pay, and if seven (7) buildings are checked, they shall receive five and one-half (5.5) hours of pay. If an employee is called back to work after his/her regular day, a minimum of two (2) hours will be paid.

Section 5. Activities - When a custodial service is required for any activity taking place in any school building outside of normal work hours, the opportunity to work the activity shall be offered to custodial employees of that building in seniority order on a rotating basis. On a rotating basis means that an employee will be moved to the bottom of the rotating list whenever he/she declines to accept an activity

assignment. Eight (8) hour shifts will be split into two (2) four (4) hour shifts. Less than eight (8) hour shifts will be filled as posted. If a scheduled weekend activity is cancelled within four (4) hours of the activity, the employee shall be paid a two (2) hour minimum.

Employees must be fully qualified, as determined by the School District, to complete the assigned building coverage. If no employee voluntarily accepts the work, the work will be assigned on a rotating basis in reverse seniority order (i.e., first assignment goes to the least senior person, second assignment goes to the second least senior person). The qualifications necessary for performing building activity coverage does not include a minimum grade boilers' license.

Subd. 1. Custodians should not be assigned regular duties while performing services for a function for which an outside group is being billed for custodial time. Both the School District and the custodians recognize that it is important for an outside group using the facilities to have their expectations met including that custodians be available to assist outside groups as necessary. Both the School District and the custodians further recognize that it is important to continue the current practice that a custodian can and will perform occasional other duties that arise unexpectedly and do not detract from the custodian's general availability to an outside group. The custodian will only be responsible for other duties associated with the School District's regular programs if those duties are of an incidental nature, occasional, not ongoing, or on an emergency basis. The intent of this practice is to allow flexibility to deal with occasional extenuating circumstances, but not to schedule routine work during functions involving outside groups.

Section 6. Part-time Employees - The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Part-time employees are meant to supplement, but not replace full-time employees.

Section 7. Shifts and Starting Times - All employees will be assigned starting times and shifts as determined by the School District.

Section 8. Night Differential for Absences - An employee assigned to a night shift will receive any applicable night differential premium for any periods of paid absence from work including, but not limited to, any vacation, sick leave and holiday falling between September 1 and June 15.

Section 9. School Closing - Understanding that if school is closed, the district will make every attempt, with community education, to cancel as many activities as possible.

Section 10. District In-services - All custodial employees will be expected to attend staff in-service activities sponsored by the District.

Section 11. Community Education - Work that is scheduled through Community Education shall be considered overtime for purposes of pay and/or compensatory time off as defined in Article VI, Section 2.

Section 12. Tuition Reimbursement - The School District shall reimburse 50% of tuition and book expense for pre-approved, credit or non-credit courses related to the employee's position. In order to be considered for reimbursement, all course work must be approved by the employee's supervisor prior to

taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

ARTICLE X TERMINATION OF EMPLOYMENT

Section 1. Discharge - Until an employee has worked six (6) consecutive months, the right to discipline, discharge shall be vested solely in the school board.

Subd. 1 - After the probationary period, the employee may be disciplined and discharged only for cause. The causes for discipline or discharge include but are not limited to:

1. Unsatisfactory job performance
2. Stealing
3. Intoxication or using illegal chemicals on the job
4. Insubordination
5. Failure to report to work without proper notification
6. Misuse of the leave provisions of this contract
7. Violation of any relevant District 110 policy

Subd. 2 - Employees will be entitled to an informal hearing before the board of education with union representation if so requested by the employee or his or her representative.

A meeting with the employee and Union representative would generally precede employee disciplinary action. The right to suspend or discharge immediately under extreme and unusual circumstances is reserved by the employer.

Subd. 3 - District 110 follows progressive discipline and shall discipline for just cause. The normal progression of discipline for minor offenses shall be as follows:

1. Verbal written warning (documented in file)
2. Written warning (copy to Union)
3. Suspension / demotion (copy to Union)
4. Termination (copy to Union)

Section 2. Suspension

Subd. 1. Notice of Hearing - Suspension shall take effect upon written notification from the Superintendent or his/her designee to the employee, stating the grounds for suspension together with a statement that the employee may make written request for a hearing before the School Board to review the suspension within ten (10) calendar days after receipt of such notification. If no hearing is requested within such ten (10) calendar day period, it shall be deemed acceptance by the employee to the suspension. If after a hearing before the School Board, the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board or Superintendent within five (5) calendar days after receipt of the School Board's decision following the hearing.

Subd. 2. Effective Date - The suspension shall take effect upon receipt by the employee of the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) working days.

Section 3. Resignation/Lay Offs - Two (2) weeks' notice shall be required of an employee if he or she wishes to resign. Two (2) weeks notice shall be given an employee if he or she will be laid off for lack of work. If a reduction in the number of employees is required, then the School District will effect such a reduction in reverse order of seniority for the identified seniority list. Recall shall occur by seniority order for the identified seniority list. Employees on layoff shall retain recall rights for a period of three (3) years from the date the layoff was commenced. The School District will not employ summer seasonal employees while regular employees are on layoff, without first having offered the employment opportunity to laid off employees. Any summer seasonal work accepted and provided by an employee while on layoff will not have an effect on the employee's recall period.

**ARTICLE XI
DEFINED CONTRIBUTION PLAN AND HEALTH REIMBURSEMENT ACCOUNT**

Section 1. Introduction - The purpose of the Defined Contribution Plan (hereafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the district. Beginning July 1, 2012, fifty (50%) percent of the School District's matching contribution will be directed to the employee's 403(b) plan and the remaining fifty (50%) percent will be paid to a Health Reimbursement Account on behalf of the employee.

Section 2. District Matching Benefits

Effective July 1, 2023

Years of Service In District	Board Matching Contribution		Total During Service Bracket
	403(b) Plan	HRA Plan	
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$250 Match	\$250 Match	\$3,500
11 - 15 yrs.	\$425 Match	\$425 Match	\$4,250
16 - 20 yrs.	\$600 Match	\$600 Match	\$6,000
21 - 25 yrs.	\$750 Match	\$750 Match	\$7,500
26 - ___yrs.	\$900 Match	\$900 Match	
Lifetime Maximum District Contribution		\$30,000	

Effective July 1, 2024

Years of Service In District	Board Matching Contribution		Total During Service Bracket
	403(b) Plan	HRA Plan	
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$250 275 Match	\$250 275 Match	\$3, 500 850
11 - 15 yrs.	\$425 450 Match	\$425 450 Match	\$4, 250 500
16 - 20 yrs.	\$600 625 Match	\$600 625 Match	\$6, 000 250
21 - 25 yrs.	\$750 775 Match	\$750 775 Match	\$7, 500 750
26 - ___yrs.	\$900 925 Match	\$900 925 Match	
Lifetime Maximum District Contribution		\$ 30,000 32,200	

Section 3. Administration of PLAN

1) Benefits Cannot Be Accumulated

The District contribution will begin when the employee initiates an eligible 403(b) investment program at an amount not to exceed the benefit schedule set out above.

An employee may elect to contribute to the selected 403(b) program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

2) Definition - Years of Service

Years of service shall mean years of accumulated full-time equivalent service in District 110.

Years of service shall be measured as of July 1 each year.

3) Plan Year Begins July 1

The annual year for District contributions shall be July 1 thru June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions on behalf of the employee.

4) District Contribution is Automatic

When an employee has an eligible plan in effect, the district match shall be automatic unless the employee requests otherwise.

5) Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes and IRS Code including Section 403 (b), IRS Code Section 457, and IRS Publication 502.

ARTICLE XII SENIORITY RIGHTS

Section 1. Seniority Rights - The School District will recognize seniority rights as to order of layoff and recall. An employee who is properly discharged or resigns, shall forfeit his/her seniority, and in the event of re-employment his/her seniority rights shall begin as of the date of his/her re-employment. There shall be separate seniority lists for full-time and part-time employees. Part-time employees will receive prorated seniority if full-time employment is accepted.

On or before July 1 each year, the School District will prepare two seniority lists from School District records. These seniority lists will be posted in an official place at each school building in the School District and provided to the Union Steward. Any custodial/ maintenance employee shall have twenty (20) days from the posting to request corrections of any factual errors on the seniority lists. The final seniority listings shall be binding on the School District and custodial/maintenance employees.

Section 2. Vacancies - New positions or vacancies in this bargaining unit and of more than 30 days duration will be posted for a period of 5 days. The senior applicant from the applicable seniority list will be assigned the position within 5 days after the close of posting provided the employee is fully qualified as determined by the School District.

Subd. 1 - An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of 6 months following the effective date of transfer to the job for which he/she posted. This six-month provision may be waived by the School District in the interest of efficient operation.

Subd. 2 - An employee who transfers to a position in a higher classification shall serve a probation period, independent of the initial hire probation period, of sixty calendar days. If, during that time, the employee's performance in the new position is unsatisfactory, or should the employee choose not to continue in the new position, the employee shall be reassigned to a position in the employee's former classification. The district may make such a reassignment at its own initiative provided it furnishes written notice to the employee during the new classification probation period that the employee's performance is unsatisfactory, and noting which area where performance must improve, and affording the employee a reasonable opportunity to correct any deficiencies.

Section 3. Filling of Temporary Vacancies - Opportunity to fill a temporary vacancy (e.g. when a regular employee is on vacation or for a newly created, unfilled position) shall be offered first to qualified

employees in the custodial bargaining unit on the basis of seniority provided a substitute can be found for the current employee's position.

ARTICLE XIII MEET AND DISCUSS

Section 1. Purpose - Meetings will be held to clarify the work agreement between the employees and the School District. The School District shall provide the facilities and set the time for such meetings to take place. The meetings shall be held once every four months if a meeting request is made by either party.

Section 2. Membership - The employees shall select representatives to meet with a representative or committee of the School District.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition - A "grievance" shall mean an allegation by the employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative - The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation

Subd. 1. Extension - Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Days - Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by this agreement.

Subd. 3. Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a holiday.

Subd. 4. Filing and Postmark - The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period or signed as received by District Administration.

Section 4. Time Limitation and Waiver - Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 10 working days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District.

Section 5. Adjustment of Grievance - The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within 10 working days after receipt of the written grievance.

Subd. 2. Level II - In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within 5 working days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within 15 working days after receipt of the appeal. Within 10 working days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within 5 working days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within 20 working days after receipt of the appeal. Within 20 working days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review - The school board reserves the right to review any decision issued under Levels I or II of this procedure provided the school board or its representative notify the parties of its intention to review under 10 working days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance - Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures - In the event that the employee and the school board are unable to resolve any grievance, it may be submitted to arbitration as defined herein.

Subd. 1. Request - A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within 10 working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required - No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator - Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request an arbitrator pursuant to PELRA, providing such request is made within 20 working days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information - Upon appointment of the arbitrator, the appealing party shall within 5 working days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Article XIV, Section 5 of the grievance procedure.
- The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing - The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision - The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses - Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party requesting a transcript or recording shall pay for same.

Subd. 8. Jurisdiction - The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitration shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the

jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV MISCELLANEOUS

Section 1. Finding Substitute Custodians - No employee shall be required to procure a substitute for time the employee is absent from work for vacation, sick leave, compensatory time, or any other reason. The District shall locate a substitute and shall not reassign the employee's workload to other employees during one employee's vacation time. If necessary, the building with the missing employee(s) will operate on a 'level B' cleaning schedule, where duties will be reduced consistent with the reduced availability of custodial staff. The School District will work with the custodians to develop the Level B schedule. The Level B schedule will be shared with all staff in a building to make them aware of the circumstances.

Section 2. Work Responsibilities Related to Special Activities - The parties recognize that groups who make excessive demands on the time of the custodial staff during their normally scheduled work hours cause a detriment to both the custodial staff and to the District. Therefore, the District agrees to thoroughly inform groups using the school buildings regarding the availability of custodial staff services.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations - This agreement shall remain in full force and effect for a period commencing on July 1, 202~~4~~³ through June 30, 202~~3~~⁵ and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 working days prior to the expiration of this agreement.

Section 2. Effect - This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality - Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

Section 4. Severability - The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075

FOR INDEPENDENT SCHOOL
DISTRICT NO. 110
512 Industrial Blvd.
Waconia, MN 55387

Jeff Leys
Contract Organizer

Dana Geller
Chairperson, School Board

Terry Almquist
Union Steward

~~Jackie Johnson~~ Luke DeBoer
Clerk, School Board

Dated this ____ day of _____ 20224.

Dated this ____ day of _____ 20224.

Schedule A

Salary Schedule for 2023-2024

Salary Schedule for 2023-2024												
Position Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Day Leads / Custodial Maintenance	12	19.00	19.63	20.30	20.95	21.61	22.27	22.97	23.60	24.25	24.93	25.76
Night Leads / Groundskeeper	11	18.33	18.94	19.57	20.21	20.84	21.48	22.10	22.75	23.38	24.03	24.84
Custodial Cleaner	6	14.92	15.36	15.79	16.25	16.67	17.09	17.51	17.94	18.40	18.83	19.39

*All eligible employees shall receive step advancement effective July 1, 202~~3~~⁴ for the 202~~2~~³-202~~3~~⁴ year.

Schedule B

Salary Schedule for 2024-2025

Salary Schedule for 2024-2025													
Position Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Day Leads / Custodial Maintenance	12	19.19	19.83	20.50	21.16	21.83	22.49	23.20	23.84	24.49	25.18	26.01	26.79
Night Leads / Groundskeeper	11	18.51	19.13	19.77	20.41	21.04	21.70	22.32	22.97	23.62	24.27	25.08	25.84
Custodial Cleaner	6	15.07	15.52	15.94	16.41	16.83	17.26	17.69	18.12	18.59	19.01	19.59	20.17

**All eligible employees shall receive step advancement effective July 1, 202~~3~~4 for the 202~~3~~4-202~~4~~5 year.*

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN WACONIA PUBLIC SCHOOLS—ISD 110 (“School District”)
AND THE SEIU LOCAL 284 CUSTODIAL/MAINTENANCE EMPLOYEES (“Union”)**

**FORMATION OF UNION-MANAGEMENT COMMITTEE TO DISCUSS
APPLICATION OF ARTICLE IX, SECTION 4, SUBDIVISION 1**

The School District and Union agree to establish a joint Union-Management Committee (“Committee”) to study the application of Article IX, Section 4, Subdivision 1 and make any joint recommendations for improvements to such application prior to the start of negotiations for the 2023-2025 collective bargaining agreement.

The Committee will be comprised of up to five (5) members of the Union’s bargaining unit and three (3) members of the School District’s management team. Union members will be appointed by the Union Steward. Management members will be appointed by the Director of Human Resources.

The Director of Human Resources will be responsible for coordinating Committee meeting dates, times and locations.

**SERVICE EMPLOYEES INTERNATIONAL ————— FOR INDEPENDENT SCHOOL
UNION LOCAL 284 ————— DISTRICT NO. 110**

Terry Almquist ————— Todd Swanson Dr. Enid Schonewise
Union Steward ————— Director of Human Resource

Dated this ____ day of _____ 20224. ————— Dated this ____ day of _____ 20224.

7.D. Custodial/Maintenance Collective Bargaining
Agreement 2025-2027

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

**SEIU Local 284 Service Employees International Union
Custodial / Maintenance Employees Summary of 2023-2025 & 2025-2027
Tentative Agreement**

The parties have tentatively agreed to two consecutive two-year contracts. The first contract covers the period from July 1, 2023, to June 30, 2025. The second contract covers the period from July 1, 2025, to June 30, 2027. Ratification of each contract is contingent upon the ratification of both contracts by both the Union and the School Board.

This agreement pertains to a twelve-month employee group. The tentative agreement includes modifications to language regarding holidays and provisions for Juneteenth.

To ensure the School District remains competitive in the job market, the parties agreed to remove Steps 1 and 2 from the salary schedule. Current employees on Step 1 or 2 will move to Step 3. New employees hired on or after July 1, 2024, will start at Step 3 or higher, depending on experience.

District Proposal (6/10/2024) - Two 2-Year Contracts

Year 1 (2023-2024)

- 1% salary increase plus step
- \$500 one-time payment
- Retroactive pay on step and 1% salary schedule improvement

Year 2 (2024-2025)

- 1% salary increase plus step
- 10% increase in District Contribution to health insurance
- Additional step (12) added to salary schedule, going forward
- An additional \$50/year added to the 403(b) Defined Contribution Plan district match as well as an increase to the lifetime maximum district contribution

Year 3 (2025-2026)

- 3% salary increase plus step
- 10% increase in District contribution to health insurance

Year 4 (2026-2027)

- 5% salary increase plus step
- 10% increase in District contribution to health insurance
- An additional \$50/year added to the 403(b) Defined Contribution Plan district match

The negotiation teams worked collaboratively to reach compromises that provided an acceptable result while respecting the School District's current financial situation. Waconia's custodial and maintenance employees deserve to be commended for their commitment to ISD 110.

AGREEMENT

between

**Service Employees International Union Local 284
Custodial/Maintenance Employees**

and

Independent School District No. 110, Waconia

Effective July 1, 2023~~5~~ through June 30, 2025~~7~~

Ratified by the ISD 110 Custodial/Maintenance Employees _____.

Approved by the ISD 110 School Board _____.

**DISTRICT 110 AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
MASTER AGREEMENT**

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ARTICLE I PURPOSE

Section 1. Parties - This agreement, entered into between the school board of Independent School District No. 110, hereinafter referred to as the School District, and Service Employees International Union Local 284, hereinafter referred to as the exclusive representative, pursuant to the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for custodians, groundskeepers and maintenance employees during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition - In accordance with PELRA, the School District recognizes Service Employees International Union Local 284 as the exclusive representative for custodians, groundskeepers and maintenance employees employed by the school board of Independent School District No. 110, which exclusive representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this agreement.

Section 2. Appropriate Unit - The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this agreement, and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment - The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of contribution to premiums for group insurance covered for retired employees or severance pay and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit - For purposes of this agreement, the term custodians, groundskeepers and maintenance employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms - Terms not defined in this agreement shall have those meanings as defined by PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights - The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities - The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District

within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations - The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the school board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders by the School District are not inconsistent with the terms of this agreement and recognizes that the School District, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the state. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights - The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views - Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join - Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off and Political Action Fund Checkoff - Employees shall have the right to request and be allowed check off for the ~~Union employee organization of their selection and for the political action fund associated with the Union and registered pursuant to Minn. Stat. §10A.12 and~~ provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to PELRA. ~~Upon receipt of a properly executed authorization card (including written or electronic) of the employee involved, Upon receipt of notice from the Union that an employee has signed an authorization to deduct Union dues and / or political action fund contribution,~~ the School District will deduct from the employee's paycheck the dues ~~and/or political action fund contribution~~ that the employee has agreed to pay to the ~~Union employee organization~~ during the period provided in said authorization. The School District shall continue such deductions until notified by the exclusive representative to cease. Deductions shall be made each month and deductions so made shall be transmitted to the ~~Union designated organizations~~ together with a list of names of the

employees from whom deductions were made. The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the request for dues and/or political action fund checkoff.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay

Subd. 1 - The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of the agreement for the period commencing July 1, 202~~4~~5 to June 30, 202~~3~~7.

Subd. 2 - A salary increase is not automatic and is effective only upon affirmative action of the School District. The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine. This shall not be done without thirty (30) days written notice before July 1 to the union and the employee.

Subd. 3 - For purposes of salary/wage advancement, the anniversary date for each employee will be July 1. Employees hired between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

Subd. 4 - All new employees will have a job review in the first six months of employment. Beginning July 1, 2016, new employees hired at Step 1 may be advanced on the salary schedule to Step 2 after six months, pending a positive review.

Subd. 5 - All beginning Custodial Cleaner personnel will be hired to perform basic cleaning duties as assigned by the supervisor and administration. Upon request by the employee and agreement between the supervisor, administration and employee, that custodian may advance to the Custodial Maintenance schedule should his/her duties warrant. When such placement is authorized, the custodian will be placed on the appropriate step of the Custodial Maintenance schedule according to length of service in the district and amount of experience in light maintenance duties, and may not necessarily be placed on the same step as he/she was on the Custodial Cleaner schedule.

Subd. 6. During the school year, any Custodial Cleaner assigned by the Director of Buildings and Grounds to fill in at a higher classification for at least ten (10) consecutive student days shall be paid at the equivalent step for the higher classification.

Subd. 7. In the event a successor agreement is not entered into prior to the expiration of this agreement, an employee shall be compensated according to his or her current rate until a successor agreement is executed.

Section 2. Overtime - Each employee shall be paid one and one-half times their basic hourly rate for each hour worked in excess of forty (40) hours on paid status in a calendar week. Basic hourly rate is the

actual rate paid for non-overtime hours during the same pay period, which includes second shift differential. Each employee shall also be paid one and one-half times for each hour worked in excess of forty (40) hours on paid status in a calendar week for night lead, snow removal, boiler license, and pesticide applicator certification compensation. Upon prior approval by the Director of Buildings and Grounds, full-time employees may request use of compensatory time in lieu of overtime pay up to a maximum of forty and one-half (40.5) hours of compensatory time resulting from twenty-seven (27) hours of overtime worked. Part-time employees may request use of compensatory time in lieu of overtime pay up to a maximum number that is equal to their regularly scheduled weekly hours. Any employee who has accrued compensatory time must use that compensatory time before the end of the fiscal year (June 30) or be paid for the accrued time. Overtime shall be paid or compensatory time accumulated for each hour worked in excess of forty (40) hours on paid status in a calendar week, for which overtime has not been paid on any other basis.

Section 3. Second Shift Differential - Custodial Cleaners shall receive a second shift (shift extends beyond 6:00 PM regardless of starting time) differential as follows:

Effective 7/1/202~~4~~5

Steps 1 – 2	\$1.55 per hour
Steps 3 – 4	\$1.80 per hour
Steps 5 – 8	\$2.05 per hour
Steps 9 – 10	\$2.55 per hour
Step 11 ±	\$2.95 per hour

Custodial Cleaners regularly assigned to a second shift will be paid the second shift differential for daily hours throughout the year.

Section 4. Boiler License Compensation - Employees holding boiler licenses shall be compensated for said license in addition to the basic wage rate. Boiler License compensation per hour override:

Special License	\$0.25
2nd Class License	\$0.40
1st Class License	\$0.60
Chief License	\$0.70

Proof of initial registration and biannual renewal of boilers’ licenses in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 5. Registered Unlicensed Electrician Compensation - A Custodial/Maintenance employee for whom the School District has required registration as an unlicensed electrician will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.

Section 6. Pesticide Applicator Certification Compensation – An employee for whom the School District has required certification as a pesticide applicator will receive an additional \$0.30 per hour in addition to his/her basic hourly wage. Proof of annual recertification in the form of an updated certification card

issued by the Minnesota Department of Agriculture will be required to receive the additional compensation.

Section 7. Night Lead Custodian Compensation – Elementary Night Lead Custodians shall receive an additional \$115.00 per month. Middle School Night Lead Custodians shall receive an additional \$125.00 per month. High School Night Lead Custodians shall receive an additional \$150.00 per month.

Section 8. Snow Removal Compensation - The Groundskeeper shall receive an additional \$50.00 per month for district-wide snow removal.

Section 9. Late Night Special Event Compensation - Employees required to work past 11:00 PM for special events not supported by District funds (e.g., fundraisers, after-prom parties) will be paid an additional \$0.80 per hour for that shift, plus overtime if applicable.

Section 10. Saturday/Sunday Compensation - All work performed on a Saturday or Sunday will be paid at the rate of time and one-half. These provisions shall be in effect regardless of an employee's total weekly hours, unless the employee is specifically employed to work on a scheduled shift that includes Saturday and/or Sunday.

Section 11. Holiday Compensation - An employee who performs building checks or other duties on a holiday or the employee's observed holiday (according to this Agreement) shall be paid two times the employee's regular rate of pay for the work performed on the holiday or the observed holiday, in addition to the employee's holiday pay. This provision will be in effect unless a holiday or the employee's observed holiday is a student day. If a holiday falls on a student day, then an alternate holiday may be scheduled by the employee with approval from the Director of Buildings and Grounds. An employee will not be paid two times the employee's regular rate of pay for work performed on a student day.

Section 12. Longevity - Employees will receive \$200.00 per year after fifteen (15) years of continuous service, \$400.00 per year after twenty (20) years of continuous service and \$600.00 per year after twenty-five (25) years of continuous service.

Section 13. Mileage - Use of an employee vehicle for travel authorized by the Director of Buildings and Grounds or designee shall be reimbursed at the District rate per mile.

Section 14. Wellness Bonus - Full-time employees will receive an annual wellness bonus as follows if:

No more than eight (8) hours of sick leave used:	\$300.00
No more than sixteen (16) hours of sick leave used:	\$200.00
No more than twenty-four (24) hours of sick leave used:	\$100.00

Employees may apply unused vacation and/or personal days for sick leave days used during the year to qualify for the wellness bonus. Wellness bonuses earned at the end of a fiscal year will be paid on the July 31 pay date of the new fiscal year. Approved bereavement leave will not be considered an absence for the purposes of this section.

Part-time personnel shall receive a prorated wellness bonus based on the percentage of full-time hours worked.

Section 15. Uniforms - The School District will furnish 4 uniforms for each new employee and three (3) sets (shirts and pants) or combination thereof per year per employee for uniforms thereafter. The School District may provide other work related items such as insulated coveralls or jackets upon employee request.

Section 16. Cellular Telephones – Employees required by the School District to carry a personal cellular telephone for work purposes shall receive up to \$50.00 per month. To receive payment pursuant to this section, an employee must provide his/her personal cellular telephone number and a copy of his/her most current access plan charges to the School District’s business office to confirm they have a personal cellular telephone for these purposes. Employees receiving payment under this section must timely respond to work-related telephone calls made to their personal cellular telephone during working hours.

Section 17. Retroactive Pay - Retroactive pay pursuant to the provisions of this Agreement shall be made to all employees who are employed as of the date of execution of this Agreement by the parties. Employees who have terminated employment prior to the date of execution of this Agreement shall not be entitled to any payments pursuant to this Agreement.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier - The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Group Insurance

Subd. 1. Health and Hospitalization (Full-time) - According to the following schedule, the School District will contribute a monthly sum, not to exceed the listed amounts toward the cost of the premium for the current district medical/hospitalization plan for each full time custodian employed by the School District who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Monthly District Contribution:

<u>Effective Date</u>	<u>Amount</u>
July 1, 202 5	Single Policy \$767.13 <u>928.22</u>
	2-Party Policy \$1,185.91 <u>1434.96</u>
	Family Policy \$1,476.88 <u>1787.04</u>
<u>July 1, 2026</u>	<u>Single Policy \$1,021.04</u>
	<u>2-Party Policy \$1578.46</u>
	<u>Family Policy \$1,965.74</u>

School District monthly insurance contributions reflect the amounts provided in the Waconia Education Association’s 202~~15~~-202~~37~~ collective bargaining agreement.

Subd. 2. Health and Hospitalization (Part-time) - A custodian scheduled an average of at least four hours per day but less than full time shall be eligible for a pro rata contribution based on the custodian's work schedule. The amount of the district's contribution will be determined by dividing the employee's number of daily hours by eight, and then applying the resulting decimal to the amount listed in subd. 1 for full-time employees. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Subd. 3. Income Protection - The school board shall contribute the premium cost for coverage for each custodian employed by the School District who works at least four (4) hours per day and who is enrolled in the group plan.

Subd. 4. Dental - Any district contribution amount as listed above that is not used toward the purchase of the health insurance plan for which the employee is eligible may be used toward the purchase of a dental insurance plan through the School District. Any cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 5. Term Life Insurance - The School District shall provide a \$50,000 term life insurance policy for each custodian employed by the School District who works eight (8) hours per day. The district shall provide a \$30,000 term life insurance policy for each custodian employed by the district who works at least four (4) hours per day, but less than eight (8) hours per day.

Subd. 6. Optional Insurance Plan - The parties agree to offer an additional High Deductible Insurance Plan for single, single plus one, and family health insurance coverage. Employees selecting this option will have a contribution made to a VEBA Trust. The School District contribution towards the VEBA Trust and premium will not exceed the amounts listed in Section 2, Subdivision 1 of this Article.

Section 3. Duration of Insurance Contribution - An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last paid working day. Employees shall be permitted to continue health and hospitalization insurance coverage upon termination of employment only as provided by law.

Full-time employees who retire after completing at least fifteen (15) years of continuous service with the School District and who are at least sixty-two (62) years of age shall be eligible for School District contribution of \$155.00 per month toward the district's existing group health and hospitalization insurance program up to the age of Medicare eligibility. It is the responsibility of the employee to make arrangements to pay to the School District the monthly premiums in advance and on such date as determined by the School District.

ARTICLE VIII HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 1. Holidays - Twelve (12) holidays will be observed annually to coincide with the school calendar.

Subd. 1 - The following days will be observed as holidays:

New Year's Eve Day
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
~~Good Friday or Monday after Easter~~
Memorial Day
Juneteenth

~~Christmas Eve Day-December 24~~
~~Christmas Day-December 25~~
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day

Subd. 2 - When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, then an alternate holiday will be designated by the School District.

Subd. 3 - Part-time employees are eligible for holidays. Holiday pay for part-time employees will be paid to parallel the number of hours normally worked in a day.

Section 2. Vacation Leave

Subd. 1 - New Employees: An employee shall not earn vacation during the first six (6) months of employment. After the first 6 months of employment, the employee shall be credited 5/6 of a day of vacation time per month or partial month between the employee's six-month anniversary date and the first July 1 following the employee's six-month anniversary date.

Subd. 2 - For vacation purposes, an employee's anniversary date shall be adjusted to July 1 of the calendar year in which she/he was first permanently employed. The employee shall then accrue vacation according to the schedules below.

Subd. 3 - Employees shall earn the following amounts of vacation per fiscal year. On July 1 of each year, each employee will be credited with vacation time to be earned in the ensuing year. The employee may use vacation time in the fiscal year during which it is being earned, consistent with the district's operational needs. The used vacation hours will be figured at an hourly rate in not less than 15-minute increments. An employee terminating employment during the fiscal year shall receive payment for any vacation time earned but not used. Any employee who terminates employment during the fiscal year who has used more vacation than earned will have the amount of time overused deducted from the employee's final paycheck.

Up to and including 5 years of continuous employment	(80 hours)
6th through 13th year of continuous employment	(120 hours)
14th through 19th year of continuous employment	(160 hours)
After 19 years of continuous employment	(200 hours)

Subd. 4 - Vacation time may be carried over until December 31 of the year following the year in which it was credited to an employee. Thus, an employee has eighteen (18) months in which to use vacation time. When extraordinary circumstances are present, additional time may be granted for the use of earned vacation with the approval of the superintendent or his/her designee.

Subd. 5 - The employer reserves the right to schedule all vacations. Generally, no vacations shall be scheduled during the last two (2) weeks prior to the start of the school year. Except in the case of emergencies, such requests shall be submitted at least two weeks in advance of time taken.

The parties recognize that vacation time must sometimes be taken during the course of the school year, due to difficulty of fitting all vacation time into the summer months. The parties agree that vacations may be scheduled during the school year where practicable and upon the supervisor's approval.

Subd. 6 - When a holiday listed in this Agreement falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, that day shall not count as a vacation day.

Subd. 7 - Part-time employees shall be allowed vacation time prorated according to hours worked, and in accordance with the new employee vacation schedule above.

Section 3. Personal Leave - Each custodian will be granted two personal days each year (16 hours for each full-time employee) by the District. Beginning with the fourth year of employment, each custodian will be granted three personal days each year (24 hours for each full-time employee) by the District. The reason for the granted leave days is at the discretion of the employee. The electronic request should be submitted one week in advance of the requested leave date(s) to the Director of Buildings and Grounds. Personal leave is non-accumulative and must be used in the fiscal year in which it was credited. Custodians may be granted additional personal days at the discretion of the School District that will be deducted from sick leave.

Section 4. Sick Leave

Subd. 1 - All full-time employees shall earn sick leave at the rate of 10 hours (1.25 days) each month of service in the employ of the School District. All part-time employees shall earn sick leave each month of service in the employ of the School District as follows:
Number of scheduled weekly hours / 40 x 10 = Number of hours of sick leave.
Sick leave used will be rounded up to the nearest hour.

Subd. 2 - Unused sick leave days may accumulate to a maximum credit of 960 hours (120 days) of sick leave per employee.

Subd. 3 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. Pursuant to Minn. Stat. § 181.9413, an employee may use sick leave for absence due to an illness or injury to the employee's child.

Subd. 4 - The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician health care provider as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5 - In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7 - Sick leave pay shall be approved only upon submission of an electronic request in the format required by the School District.

Section 5. Federal Family and Medical Leave Act - All family and medical leaves are subject to the provisions of the Family Leave Act (P.L. 103.3, passed February 5, 1993). Provisions of this act are applicable to all employees covered by this agreement effective upon ratification date of the agreement.

Section 6. Emergency Family /Bereavement Leave

Subd. 1 - A full-time employee may be granted a leave of no more than 5 days per year, nonaccumulative, the days to be deducted from sick leave, in the event of a death or serious illness of someone in the employee's immediate family.

Subd. 2 - The employee's immediate family shall be deemed to include spouse, domestic partner living in the home, children, father, mother, stepparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent, or grandchildren. Leave for other family members, and significant others, may be granted upon approval by the School District.

Subd. 3 - Request for emergency family leave must be made in writing to the superintendent of schools or his/her designee at least 3 days in advance except in the event of emergencies. The request shall state the reason for the proposed leave.

Subd. 4 - The School District and/or superintendent of schools may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence, and the School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Subd. 5 - In the event that a medical certificate will be required in a case of proposed family sick leave, the employee will be so advised.

Subd.6 Other Bereavement Leave - In cases of death of anyone not specifically addressed by the immediate family, all full-time personnel shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. Part-time personnel will be prorated based on a percentage of full-time each part time person works.

Section 7. Jury Duty Leave - Employees required to perform jury duty shall receive from the School District sufficient amounts of compensation for the period of such service, which taken together with their pay for jury duty will equal the amount they would have received if employed solely by the School District at base pay in their usual occupation during that period.

Section 8. PERA Leave

Subd. 1 - To comply with the requirements of PERA, a full-time employee whose accumulated sick leave is entirely used and who is not able to return to his/her normal duties because of illness, may, in the sole discretion of the School District, be provided with a temporary leave of absence without pay or benefits not to exceed one calendar year and may be reinstated if a position is then available. Seniority would not be affected by a temporary leave of absence.

Subd. 2 - The School District shall notify the office of the PERA of any action taken pursuant to this section and shall annually notify said office relative to summer layoffs.

Section 9. Workers' 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 and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2 - A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' 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 or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 10. Other Leaves

Subd. 1. Leaves of absence without pay - An application for a leave of absence under this section shall be made in writing to the Director of Buildings and Grounds setting forth the reason for the requested leave. Applications shall be made at least five (5) business days prior to the requested leave. No such leave shall be granted unless expressly authorized by the Director of Buildings and Grounds in writing. In considering such leave request, the Director of Buildings and Grounds shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors which may be deemed relevant by the Director of Buildings and Grounds. Special consideration will be made in case of an emergency.

ARTICLE IX HOURS AND TYPES OF SERVICE

Section 1. Basic Work Week - The work week shall be determined by the School District and shall consist of five consecutive eight hour days, unless another work schedule is mutually agreed through the Meet and Discuss process. Custodians who were employed as of the date of ratification by both parties for the 2005-2007 agreement shall not be required to work a regularly scheduled shift which includes either a Saturday, a Sunday, or both, nor shall such an employee be required to work a regularly scheduled third shift, defined as a shift that begins at or after 6:00 p.m. or before 5:30 a.m.

Subd. 1 - Employees who work a regular shift of more than 8 hours per day shall receive holiday pay equal to the number of daily hours to which the employee is assigned. (Thus, an employee who works 10-hour days will receive holiday pay for the holidays listed in this Agreement at 10 hours per holiday. If a listed holiday falls on a day that employee is not scheduled to work, one of the employee's regularly scheduled work days will be designated as the employee's holiday.)

Section 2. Procedures and Assignments - Work locations, procedures and assignments shall be determined by the School District.

Section 3. Boilers' License - Each employee shall, within 6 months of the start of employment, obtain a minimum grade Boilers' License. They shall also work toward a chief Boilers' License. Custodial Cleaners shall not be required to obtain a license. If a custodian does not have a Boilers' License, they shall not be eligible for building checks.

Section 4. Saturday, Sunday, and Holiday Building Checks, and Call Back Pay

Subd. 1 - Church services and security checks on all buildings shall be made in accordance with seniority based schedules drawn up by the School District. In creating the schedule, the District shall circulate a list of the dates for which building checks are needed to employees on the basis of seniority. Each employee may select up to nine (9) church services, or nine (9) weekend building checks, or a combination of both to equal nine (9) activities for which coverage is needed. If an employee cannot work their scheduled shift, the Director of Buildings and Grounds will find a replacement.

Employees must be fully qualified as determined by the School District to complete building checks. The qualifications necessary for performing building checks consists of a minimum grade boilers' license, completion of the probationary period, and knowledge of each building and maintenance program.

Subd. 2 - If an employee checks five (5) buildings they shall receive four (4) hours of pay, if six (6) buildings are checked, they shall receive five (5) hours of pay, and if seven (7) buildings are checked, they shall receive five and one-half (5.5) hours of pay. If an employee is called back to work after his/her regular day, a minimum of two (2) hours will be paid.

Section 5. Activities - When a custodial service is required for any activity taking place in any school building outside of normal work hours, the opportunity to work the activity shall be offered to custodial employees of that building in seniority order on a rotating basis. On a rotating basis means that an employee will be moved to the bottom of the rotating list whenever he/she declines to accept an activity assignment. Eight (8) hour shifts will be split into two (2) four (4) hour shifts. Less than eight (8) hour shifts will be filled as posted. If a scheduled weekend activity is cancelled within four (4) hours of the activity, the employee shall be paid a two (2) hour minimum.

Employees must be fully qualified, as determined by the School District, to complete the assigned building coverage. If no employee voluntarily accepts the work, the work will be assigned on a rotating basis in reverse seniority order (i.e., first assignment goes to the least senior person, second assignment goes to the second least senior person). The qualifications necessary for performing building activity coverage does not include a minimum grade boilers' license.

Subd. 1. Custodians should not be assigned regular duties while performing services for a function for which an outside group is being billed for custodial time. Both the School District and the custodians recognize that it is important for an outside group using the facilities to have their expectations met including that custodians be available to assist outside groups as necessary. Both the School District and the custodians further recognize that it is important to continue the current practice that a custodian can and will perform occasional other duties that arise unexpectedly and do not detract from the custodian's general availability to an outside group. The custodian will only be responsible for other duties associated with the School District's regular programs if those duties are of an incidental nature, occasional, not ongoing, or on an emergency basis. The intent of this practice is to allow flexibility to deal with occasional extenuating circumstances, but not to schedule routine work during functions involving outside groups.

Section 6. Part-time Employees - The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Part-time employees are meant to supplement, but not replace full-time employees.

Section 7. Shifts and Starting Times - All employees will be assigned starting times and shifts as determined by the School District.

Section 8. Night Differential for Absences - An employee assigned to a night shift will receive any applicable night differential premium for any periods of paid absence from work including, but not limited to, any vacation, sick leave and holiday falling between September 1 and June 15.

Section 9. School Closing - Understanding that if school is closed, the district will make every attempt, with community education, to cancel as many activities as possible.

Section 10. District In-services - All custodial employees will be expected to attend staff in-service activities sponsored by the District.

Section 11. Community Education - Work that is scheduled through Community Education shall be considered overtime for purposes of pay and/or compensatory time off as defined in Article VI, Section 2.

Section 12. Tuition Reimbursement - The School District shall reimburse 50% of tuition and book expense for pre-approved, credit or non-credit courses related to the employee's position. In order to be considered for reimbursement, all course work must be approved by the employee's supervisor prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

ARTICLE X TERMINATION OF EMPLOYMENT

Section 1. Discharge - Until an employee has worked six (6) consecutive months, the right to discipline, discharge shall be vested solely in the school board.

Subd. 1 - After the probationary period, the employee may be disciplined and discharged only for cause. The causes for discipline or discharge include but are not limited to:

1. Unsatisfactory job performance

2. Stealing
3. Intoxication or using illegal chemicals on the job
4. Insubordination
5. Failure to report to work without proper notification
6. Misuse of the leave provisions of this contract
7. Violation of any relevant District 110 policy

Subd. 2 - Employees will be entitled to an informal hearing before the board of education with union representation if so requested by the employee or his or her representative.

A meeting with the employee and Union representative would generally precede employee disciplinary action. The right to suspend or discharge immediately under extreme and unusual circumstances is reserved by the employer.

Subd. 3 - District 110 follows progressive discipline and shall discipline for just cause. The normal progression of discipline for minor offenses shall be as follows:

1. Verbal written warning (documented in file)
2. Written warning (copy to Union)
3. Suspension / demotion (copy to Union)
4. Termination (copy to Union)

Section 2. Suspension

Subd. 1. Notice of Hearing - Suspension shall take effect upon written notification from the Superintendent or his/her designee to the employee, stating the grounds for suspension together with a statement that the employee may make written request for a hearing before the School Board to review the suspension within ten (10) calendar days after receipt of such notification. If no hearing is requested within such ten (10) calendar day period, it shall be deemed acceptance by the employee to the suspension. If after a hearing before the School Board, the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board or Superintendent within five (5) calendar days after receipt of the School Board's decision following the hearing.

Subd. 2. Effective Date - The suspension shall take effect upon receipt by the employee of the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the School Board, but not to exceed a period of thirty (30) working days.

Section 3. Resignation/Lay Offs - Two (2) weeks' notice shall be required of an employee if he or she wishes to resign. Two (2) weeks notice shall be given an employee if he or she will be laid off for lack of work. If a reduction in the number of employees is required, then the School District will effect such a reduction in reverse order of seniority for the identified seniority list. Recall shall occur by seniority order for the identified seniority list. Employees on layoff shall retain recall rights for a period of three (3) years from the date the layoff was commenced. The School District will not employ summer

seasonal employees while regular employees are on layoff, without first having offered the employment opportunity to laid off employees. Any summer seasonal work accepted and provided by an employee while on layoff will not have an effect on the employee's recall period.

ARTICLE XI
DEFINED CONTRIBUTION PLAN AND HEALTH REIMBURSEMENT ACCOUNT

Section 1. Introduction - The purpose of the Defined Contribution Plan (hereafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the district. Beginning July 1, 2012, fifty (50%) percent of the School District's matching contribution will be directed to the employee's 403(b) plan and the remaining fifty (50%) percent will be paid to a Health Reimbursement Account on behalf of the employee.

Section 2. District Matching Benefits

Effective July 1, 2025

Years of Service In District	Board Matching Contribution		Total During Service Bracket
	403(b) Plan	HRA Plan	
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$250 275 Match	\$250 275 Match	\$3, 500 850
11 - 15 yrs.	\$425 450 Match	\$425 450 Match	\$4, 250 500
16 - 20 yrs.	\$600 625 Match	\$600 625 Match	\$6, 000 250
21 - 25 yrs.	\$750 775 Match	\$750 775 Match	\$7, 500 750
26 - ___yrs.	\$900 925 Match	\$900 925 Match	
Lifetime Maximum District Contribution		\$30,000 32,000	

Effective July 1, 2026

Years of Service In District	Board Matching Contribution		Total During Service Bracket
	403(b) Plan	HRA Plan	
0 - 3 yrs.	No district match.	No district match.	\$0
4 - 10 yrs.	\$300 Match	\$300 Match	\$4,200
11 - 15 yrs.	\$475 Match	\$475 Match	\$4,750
16 - 20 yrs.	\$650 Match	\$650 Match	\$6,500
21 - 25 yrs.	\$800 Match	\$800 Match	\$8,000

26 - yrs.	\$950 Match	\$950 Match
<u>Lifetime Maximum District Contribution</u>		\$30,000 32,200

Section 3. Administration of PLAN

1) Benefits Cannot Be Accumulated

The District contribution will begin when the employee initiates an eligible 403(b) investment program at an amount not to exceed the benefit schedule set out above.

An employee may elect to contribute to the selected 403(b) program more than the District match. The PLAN only defines the limits of the District’s participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

2) Definition - Years of Service

Years of service shall mean years of accumulated full-time equivalent service in District 110.

Years of service shall be measured as of July 1 each year.

3) Plan Year Begins July 1

The annual year for District contributions shall be July 1 thru June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions on behalf of the employee.

4) District Contribution is Automatic

When an employee has an eligible plan in effect, the district match shall be automatic unless the employee requests otherwise.

5) Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes and IRS Code including Section 403 (b), IRS Code Section 457, and IRS Publication 502.

ARTICLE XII SENIORITY RIGHTS

Section 1. Seniority Rights - The School District will recognize seniority rights as to order of layoff and recall. An employee who is properly discharged or resigns, shall forfeit his/her seniority, and in the event

of re-employment his/her seniority rights shall begin as of the date of his/her re-employment. There shall be separate seniority lists for full-time and part-time employees. Part-time employees will receive prorated seniority if full-time employment is accepted.

On or before July 1 each year, the School District will prepare two seniority lists from School District records. These seniority lists will be posted in an official place at each school building in the School District and provided to the Union Steward. Any custodial/ maintenance employee shall have twenty (20) days from the posting to request corrections of any factual errors on the seniority lists. The final seniority listings shall be binding on the School District and custodial/maintenance employees.

Section 2. Vacancies - New positions or vacancies in this bargaining unit and of more than 30 days duration will be posted for a period of 5 days. The senior applicant from the applicable seniority list will be assigned the position within 5 days after the close of posting provided the employee is fully qualified as determined by the School District.

Subd. 1 - An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of 6 months following the effective date of transfer to the job for which he/she posted. This six-month provision may be waived by the School District in the interest of efficient operation.

Subd. 2 - An employee who transfers to a position in a higher classification shall serve a probation period, independent of the initial hire probation period, of sixty calendar days. If, during that time, the employee's performance in the new position is unsatisfactory, or should the employee choose not to continue in the new position, the employee shall be reassigned to a position in the employee's former classification. The district may make such a reassignment at its own initiative provided it furnishes written notice to the employee during the new classification probation period that the employee's performance is unsatisfactory, and noting which area where performance must improve, and affording the employee a reasonable opportunity to correct any deficiencies.

Section 3. Filling of Temporary Vacancies - Opportunity to fill a temporary vacancy (e.g. when a regular employee is on vacation or for a newly created, unfilled position) shall be offered first to qualified employees in the custodial bargaining unit on the basis of seniority provided a substitute can be found for the current employee's position.

ARTICLE XIII MEET AND DISCUSS

Section 1. Purpose - Meetings will be held to clarify the work agreement between the employees and the School District. The School District shall provide the facilities and set the time for such meetings to take place. The meetings shall be held once every four months if a meeting request is made by either party.

Section 2. Membership - The employees shall select representatives to meet with a representative or committee of the School District.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition - A "grievance" shall mean an allegation by the employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative - The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation

Subd. 1. Extension - Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2. Days - Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by this agreement.

Subd. 3. Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a holiday.

Subd. 4. Filing and Postmark - The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period or signed as received by District Administration.

Section 4. Time Limitation and Waiver - Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 10 working days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District.

Section 5. Adjustment of Grievance - The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I - If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within 10 working days after receipt of the written grievance.

Subd. 2. Level II - In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within 5 working days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within 15 working days after receipt of the appeal. Within 10 working days after the

meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within 5 working days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within 20 working days after receipt of the appeal. Within 20 working days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. School Board Review - The school board reserves the right to review any decision issued under Levels I or II of this procedure provided the school board or its representative notify the parties of its intention to review under 10 working days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance - Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures - In the event that the employee and the school board are unable to resolve any grievance, it may be submitted to arbitration as defined herein.

Subd. 1. Request - A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within 10 working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required - No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator - Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request an arbitrator pursuant to PELRA, providing such request is made within 20 working days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information - Upon appointment of the arbitrator, the appealing party shall within 5 working days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

1. The issues involved.

2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Article XIV, Section 5 of the grievance procedure. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing - The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision - The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses - Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party requesting a transcript or recording shall pay for same.

Subd. 8. Jurisdiction - The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitration shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV MISCELLANEOUS

Section 1. Finding Substitute Custodians - No employee shall be required to procure a substitute for time the employee is absent from work for vacation, sick leave, compensatory time, or any other reason. The District shall locate a substitute and shall not reassign the employee's workload to other employees during

one employee's vacation time. If necessary, the building with the missing employee(s) will operate on a 'level B' cleaning schedule, where duties will be reduced consistent with the reduced availability of custodial staff. The School District will work with the custodians to develop the Level B schedule. The Level B schedule will be shared with all staff in a building to make them aware of the circumstances.

Section 2. Work Responsibilities Related to Special Activities - The parties recognize that groups who make excessive demands on the time of the custodial staff during their normally scheduled work hours cause a detriment to both the custodial staff and to the District. Therefore, the District agrees to thoroughly inform groups using the school buildings regarding the availability of custodial staff services.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations - This agreement shall remain in full force and effect for a period commencing on July 1, 202~~4~~⁵ through June 30, 202~~3~~⁷ and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 working days prior to the expiration of this agreement.

Section 2. Effect - This agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality - Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

Section 4. Severability - The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075

FOR INDEPENDENT SCHOOL
DISTRICT NO. 110
512 Industrial Blvd.
Waconia, MN 55387

Jeff Leys
Contract Organizer

Dana Geller
Chairperson, School Board

Terry Almquist
Union Steward

~~Jackie Johnson~~ Luke DeBoer
Clerk, School Board

Dated this ____ day of _____ 202~~4~~⁴.

Dated this ____ day of _____ 202~~4~~⁴.

Schedule A

Salary Schedule for 2025-2026

Salary Schedule for 2025 - 2026													
Position Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Day Leads / Custodial Maintenance	12	19.76	20.43	<u>21.12</u>	<u>21.79</u>	<u>22.49</u>	<u>23.17</u>	<u>23.89</u>	<u>24.55</u>	<u>25.23</u>	<u>25.93</u>	<u>26.79</u>	<u>27.60</u>
Night Leads / Groundskeeper	11	19.07	19.70	<u>20.36</u>	<u>21.02</u>	<u>21.68</u>	<u>22.35</u>	<u>22.99</u>	<u>23.66</u>	<u>24.32</u>	<u>25.00</u>	<u>25.84</u>	<u>26.61</u>
Custodial Cleaner	6	15.52	15.98	<u>16.42</u>	<u>16.91</u>	<u>17.34</u>	<u>17.78</u>	<u>18.22</u>	<u>18.66</u>	<u>19.14</u>	<u>19.59</u>	<u>20.17</u>	<u>20.78</u>

**All eligible employees shall receive step advancement effective July 1, 202~~4~~5 for the 202~~4~~5-202~~5~~6 year.*

Schedule B

Salary Schedule for 2026-2027

Salary Schedule for 202 56 - 202 67													
Position Description	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Day Leads / Custodial Maintenance	12	20.75	21.45	22.18	22.88	23.61	24.33	25.09	25.78	26.49	27.23	28.13	28.98
Night Leads / Groundskeeper	11	20.02	20.69	21.38	22.08	22.76	23.47	24.14	24.84	25.54	26.25	27.13	27.94
Custodial Cleaner	6	16.29	16.78	17.24	17.75	18.20	18.67	19.13	19.59	20.10	20.56	21.18	21.82

**All eligible employees shall receive step advancement effective July 1, 202~~16~~ for the 202~~16~~-202~~27~~ year.*

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN WACONIA PUBLIC SCHOOLS—ISD 110 (“School District”)
AND THE SEIU LOCAL 284 CUSTODIAL/MAINTENANCE EMPLOYEES (“Union”)**

**FORMATION OF UNION-MANAGEMENT COMMITTEE TO DISCUSS
APPLICATION OF ARTICLE IX, SECTION 4, SUBDIVISION 1**

The School District and Union agree to establish a joint Union-Management Committee (“Committee”) to study the application of Article IX, Section 4, Subdivision 1 and make any joint recommendations for improvements to such application prior to the start of negotiations for the 2023-2025 collective bargaining agreement.

The Committee will be comprised of up to five (5) members of the Union’s bargaining unit and three (3) members of the School District’s management team. Union members will be appointed by the Union Steward. Management members will be appointed by the Director of Human Resources.

The Director of Human Resources will be responsible for coordinating Committee meeting dates, times and locations.

**SERVICE EMPLOYEES INTERNATIONAL ————— FOR INDEPENDENT SCHOOL
UNION LOCAL 284 ————— DISTRICT NO. 110**

Terry Almquist ————— Todd Swanson Dr. Enid Schonewise
Union Steward ————— Director of Human Resources

Dated this ____ day of _____ 20224. ————— Dated this ____ day of _____ 20224.

7.E. Community Education and Buildings and Grounds
Purchase of Field Maintenance Equipment

Presenter: Steven
Jensen, Community
Education Director,
and Tim Bisek,
Director of Buildings
& Grounds



MEMORANDUM

TO: ISD 110 Administration

FROM: Steven Jenson, Community Education and Tim Bisek, Buildings and Grounds

DATE: 7/23/2024

SUBJECT: Purchase of a Kromer with GPS Painter

Purpose

A Kromer is a ride-on field painter that can be a multipurpose piece of equipment that can also be used to groom ball fields and sweep the turf.

Swozi GPS attachment is a GPS painter that can plot out fields without manually plotting out fields with string lines. This is attached to the Kromer.

History and/or Context

Currently Waconia Schools owns 1 Kromer that does not have a gps attachment that is used to paint field lines manually and groom ball fields. It takes 2 weeks and two people to manually set up fields in the spring.

Waconia has 19 ball fields, and 18 green space fields that are used by the school district. Waconia schools have multiple parking lots at 7 different locations.

Proposal Summary

The purchase of a new Krommer with GPS attachment, would give the grounds crew the ability to map out fields via GPS and paint them within two days each season. Currently it would take the crew 1 to 2 weeks to manually measure out field lines each season. This would save more than 10 days of work in the fall and 10 days in the spring. With the spring seasons in Minnesota being so unpredictable, this time savings is critical to have lines painted for sports teams to compete.

The past two spring seasons we have contracted a GPS Painter, \$11,000 each year to paint fields because we did not have the time to manually paint lines because of weather.

Spring field painting if weather allows (2 Weeks)

- 80 hrs of staff time x 2 staff
- \$27/hr and \$15/hr
- \$3,600

Outsourced GPS painting

- 1 day
- \$11,000

Painting with New Kromer and GPS (2 Days)

- 16 hrs x 2 staff
- \$27/hr and \$15/hr
- \$672

We would still use the existing painter after all the lines have been painted initially via the new Kromer with GPS. This would give us two painters and cut the continuous painting needed after mowing in half. We would also have another machine used to prep ball fields before practices and games.

Also, we would use the existing painter to do touch up paint jobs in the parking lots during the summer. We do not want to use the new painter for this because the paint required to paint parking lot lines is different, and can cause much more wear and tear on the pump being used.

Measures of Success

Waconia schools would have the equipment needed to touch up parking lot paint jobs, and paint all fields without having to outsource a company to come paint our facilities. This would be an investment that would save the district time and money.

Potential Pitfalls

The original Kromer would be used to touch up parking lot paint jobs. The parking lot paint is more abrasive and could shorten the life of a paint pump in the machine. We would then replace the pump which is much cheaper than outsourcing parking lot paintings.

Swozi has hundreds of GPS arms in the industry with little known issues. Any damage would be at the owner's expense. Software updates would be ongoing through the cloud, to your tablet. 2 year warranty on any parts. Kromer would take care of any installations, if needed.

Kromer would provide installation and training, along with tech support. Swozi also has a manufacturing Rep to answer any questions as well.

Proposal Cost Estimates

Cost: \$59,245

CE will cover \$44,433.75

ISD 110 Buildings and Grounds department will cover \$14,811.25

Funding

Community Education would pay this cost out of the Community Ed Fund Balance. Community Education has maintained a healthy fund balance and this is a great way to become more efficient and provide a better experience for our community members.

Buildings and Grounds would pay this cost out of a capital equipment budget designated specifically for purchases of this nature. As a result, there will be no additional funding required.

Timeline

Fall 2024 Kromer company does a full demo and training on our fields.

Winter 2024 Kromer ordered and delivered

Spring 2025 Kromer is in use on our facilities

KROMER COMPANY
2415 W Industrial Blvd
Unit1
Long Lake, MN 55356
800.373.0337
www.kromerco.com



FC1 Pro™ Field Maintainer Tractor Specifications

Rev9.5

Design

- Computer aided design/Computer aided manufacturing - CAD/CAM
- Patented designs with other patents pending
- Precision laser cut and powder coated painted parts with infused labels directions
- Modular components and assembly for quality, reliability and ease of repair and maintenance
- Both natural turf and artificial turf - indoor and outdoor
- Painting, grooming, spraying, fence line, weed removal, and utility capabilities
- Removal of painted lines, logos, end zones on synthetic and natural turf

Propulsion System

- Engine V-Twin Cylinder
 - Honda GX630 20.8 hp
- Fuel System
 - 6 gal. Capacity, 5 gal. Main, 1 gal. reserve, aluminum fuel tank with tethered gas cap
- Hydraulics
 - Parker hoses and fittings with dual filtration
 - Propel pump
 - Infinitely variable, bidirectional, axial piston pump design
 - Direct coupled, tandem configuration, with auxiliary accessory pump
 - Wheel Motors
 - 2 Fixed displacement, bi-directional, high torque orbital wheel motors
 - Rated 7250 lb. rear axle capacity
 - Auxiliary pump
 - Positive displacement, gear pump
 - 6CM³/rev and 5.46 GPM
 - Cooling system for hydraulics
 - Aluminum hydraulic fluid heat exchanger. Augments engine compartment cooling.
 - 12V, 5.4A fan 280 CFM
 - 8" x 8" x 4.5"
 - Hydraulic fluid tank with sight gauge and internal filter
 - 5.4 gal. system capacity
 - Wheels and tires
 - Front 16 x 17.5 - 8 low ground pressure 4 ply TurfTech
 - Rear 23 x 10.50 - 12 low ground pressure 4 ply TurfTech
 - Forward speed variable 13 MPH – reverse speed variable 3 MPH

Electrical System

- Voltage / Amperage – 12V, 20 ampere charge
- Battery – 340CCA / 425CA
- 12V accessory receptacle - charger port
- Gauge package, hour meter, volt meter, paint PSI
- All harness wirings color - coded for ease of maintenance and troubleshooting
- High quality connectors - commercial soft shell pin and socket
- Quick disconnect couplers at forward accessories
- Modular assemblies for ease of maintenance and troubleshooting

Paint /Water/Chemical Tank and Spraying System

- Top quality hoses and fittings
- Brass regulator / stainless steel internals
- Kromer engineered Hypro Ultra Pressure Paint Pump 290 PSI 6 GPM
- Built in storage compartment and cup holder
- Paint systems options
 - Ultra pressure paint system can save up to 50% in paint costs
 - Low Pressure dust control electric pump system
 - Spray boom 3 sizes
 - 4 liner box options available
- Tank system
 - 65 gal. capacity
 - Custom patented design 62.5 gal. paint / water / chemical capacity
 - Durable corrosion proof high quality rotomolded plastic
 - Integral 2.5 gal. fresh water rinse tank (tank within a tank)
 - Easy outboard fill location for both tanks
 - Quick lock lid on main tank
 - Double filtration (basket filter, in-line bowl filter / strainer)
 - In-tank agitation
 - Easy-rinse sloped sump system with 100% positive drain
 - Cleans systems 3 ways
 - Water hose flush main tank
 - Connect water hose to inlet selector valve
 - Clean paint nozzles, paint lines and paint pump with integral fresh water tank in about 2 minutes

Ergonomics

- Ezy Fast Fill™ system transfer pump pumps paint directly from a 5 gal. 70 lb paint pail into main tank. Transfer pump also decreases viscosity of paint, making easier to mix with water.
- Transfer pump – Diaphragm electric, non-choke valves, run dry capable, self-priming, high-flow
- Large operator compartment - increased steering wheel clearance, large foot wells, improved design accelerator foot pedal
- Cool grey seat with lumbar support has adjustable: variable - rate suspension, seat back angle, armrest height and angle, fore / aft movement
- Main painter head – foot operated lift assist (greatly reduced effort - 72% reduction)
- All controls clearly marked
 - Special process image infused graphics lasting durable powder coat finish
 - Easy to read color coded grouped controls and receptacles

Versatility

- 40 + options and accessories - Custom modifications available
- Rear attachments
 - Quick Change System
 - No tools / 1 - 2 minute changes
 - Hydraulic raise, lower and lock for precise depth of grooming
 - Float mode provides versatility for variety of field types, multiple conditions and speed grooming

Dimensions

- Main tractor without options or accessories
 - Weight 989 LBS - Length 82.6" - Width 45.6" - Height 52.3"

Warranty

- 3 yr. Limited Warranty, 3 yr. Manufacture Engine

SWOZI



THE SWOZI WAY
SPORTS FIELD LINE MARKING

LINE MARKING WITHOUT STRINGS AND MEASURING TAPES?

Enjoy the high efficiency, flexibility and cost savings the SWOZI solution can bring you!

1

MORE THAN 75% TIME SAVING

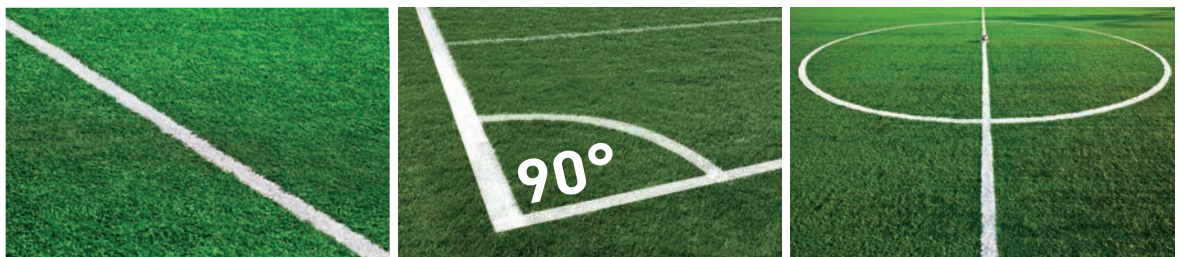
- Optimal work efficiency
- 75 % time saving
- Reduced ink consumption



2

UNBEATABLE CENTIMETER ACCURACY

Thanks to the cutting-edge GPS and laser positioning technology, SWOZI is able to reach millimeter accuracy (laser), anywhere both outdoor and indoor.



Straight lines

Perfect angles

Perfect circles

IN ONE GO.

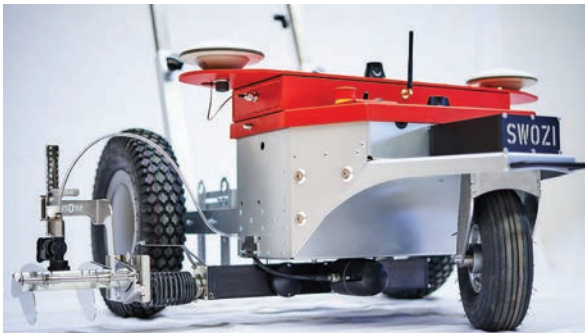
3

UTMOST FLEXIBILITY AND FREEDOM

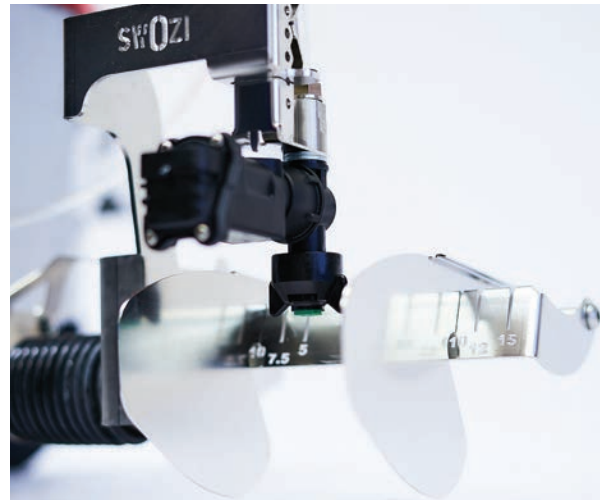
NO MORE STRINGS AND TAPES

- + No more time consuming and resource-intensive work
- + Over 100 sport templates with 1000s of variations
- + Fully customizable, smart templates
- + Can be used by anyone after 10 minutes of training
- + SWOZI works with different positioning sources:
Laser for stadiums and areas with poor GPS reception, GPS for outdoor sports fields.

THE SWOZI CART IS DESIGNED FOR OPTIMAL WORK EFFICIENCY, ACCURACY AND MOBILITY



The SWOZI cart is made of lightweight aluminum with a handle bar for easy pushing.



The line width and spray rate are adjustable to your needs.



The SWOZI arm keeps the line straight even when you wander.



The SWOZI paint app is easy to handle and runs on a standard Samsung tablet.

THE SWOZI SOLUTION – THREE DIFFERENT MODELS

KROMER GPS POWERED BY SWOZI



Swози attachment can be added to any Kromer model for GPS accurate painting.

SWOZI CART PRO – LASER



With the laser tracker you can also mark 100% accurate when there is no satellite reception. As a supplement to the GPS solution or as a stand-alone solution. Especially in covered stadiums or on sports fields surrounded by dense trees, the GPS signal can be too weak.

SWOZI CART PRO – AUTO



Automatic line marking is convenient. Capped at 7km/h it marks every sports turf with the desired field layout. 100% accurate by GPS. Keep an eye on it though.

SWOZI CART PRO – RIDE ON



The ride-on variant is the most efficient solution for sports facilities with many sports fields or for contractors. The ride-on unit can easily be docked to the SWOZI within seconds. Let's go!



Kromer Company
2415 W Industrial Blvd Unit 1
Long Lake, MN 55356
(763)443-0431 cell



KROMER COMPANY

Kromer Company
2415 W Industrial BLVD
Unit1
Long Lake, MN 55356

Toll Free: (800) 373-0337
Phone: (763) 746-4040
Fax: (763) 746-4041

To:

Waconia ISD #110
512 Industrial Blvd
Waconia, MN 55387
Attn: Jake Hannes

Quotation

Quotation: 3104

Date: 6/12/2024

Price quotes are good for (30) days. Prices are stated and payable in US Dollars.
A fee of 3.5% on Invoices paid with credit card if over \$3000.
Payments due in 30 days. After due date a 1.5% interest charge will be added unless discussed prior to ordering.

Sales Contact: A&N

Terms: Net 10

Item	Description	Qty	Sales Price	Total
FC1	FC1 Pro™ Field Maintainer Tractor, Honda GX630 V-Twin Engine 20.8 HP, 6 gallon gas tank, 5 gallon main, 1 gallon reserve, Fully Hydraulic System with Parker hoses and fittings with dual filtration, Dual Front PTO's Hydraulic rear quick attach system. Includes Suspension Seat. Warranty is 3 years on parts, 1 year on labor.	1	23,550.00	23,550.00T
LP65HP	Ultra-Pressure Line Painter System, Pressure up to 300 psi - Capacity: 65 Gallons (US) (Includes Dual Line Painter)	1	6,450.00	6,450.00T
FCGPS_SWOZI	Field Commander GPS Painter SWOZI Arm Kit Includes RTK Base Station	1	27,250.75	27,250.75T
FCGPS-TABLET	Field Commander Android Tablet for SWOZI GPS Painter	1	1,099.00	1,099.00T
Shipping & Han...	Subtotal Shipping & Handling For Swozi System import fee and Shipping)	1	895.00	58,349.75 895.00T
	Swozi System requires a Pre-Payment of \$27,250.75 + \$895 S&H = \$28,145.75 before System is ordered and then will be built and shipped to Kromer for assembly to the Kromer Unit.			

ALL PRICES QUOTED IN US DOLLARS
TAXES, CUSTOMS, AND BROKER FEES ARE CUSTOMERS RESPONSIBILITY

Quote accepted by:

Signature & Date

Subtotal	\$59,244.75
Sales Tax (0.00)	\$0.00
Total	\$59,244.75

8. **DISCUSSION ITEMS**

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. Schools for Equity in Education (SEE)
Representative

9.E. Southwest Metro Intermediate District 288
Representative

9.F. MSHSL Representative

9.G. Special Education Advisory Council

9.H. Community Education Advisory Council
Representative

9.I. Teaching & Learning Advisory Council
Representative

9.J. City of Waconia Liaison

10. **ADJOURNMENT**