

Special Session

Monday, January 29, 2024 6:00 PM

Wrenshall School Library Media Center, 207 Pioneer Drive, Wrenshall, MN 55797

1. Call to Order	Speaker (s) : Chairperson
2. Pledge of Allegiance	Speaker (s) : Chairperson
3. Roll Call	Speaker (s) : Chairperson
4. Adoption of Agenda	Speaker (s) : Chairperson
5. Approval of Minutes	Speaker (s) : Chairperson
6. Informational Items	Speaker (s) : Chairperson
6.a. Aid Anticipation Bond Sale Closing	Speaker (s) : Jeff Pesta
6.b. Consider Proposals For Executive Search Service	Speaker (s) : Misty Bergman
6.c. Review Consolidation Timeline	Speaker (s) : Mary Carlson
7. Action Items	Speaker (s) : Chairperson
7.a. Ratify 2023-2025 Teacher Master Agreement for Education Minnesota - Wrenshall	Speaker (s) : Alice Kloepfer
7.b. Selection of Executive Recruitment Firm	Speaker (s) : Misty Bergman
8. Future Meetings	Speaker (s) : Chairperson
9. Adjournment	Speaker (s) : Chairperson

Special Session

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1. **Call to Order**
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4. **Adoption of Agenda**
5. **Approval of Minutes**
6. **Informational Items**

- a. Aid Anticipation Bond Sale Closing
- b. Consider Proposals For Executive Search Service
- c. Review Consolidation Timeline

7. **Action Items**

- a. Ratify 2023-2025 Teacher Master Agreement for Education Minnesota -
Wrenshall

8. **Future Meetings**

9. **Adjournment**

Wrenshall Board of Education
Organizational Meeting
Thursday, January 18, 2024 5:30 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present
Present: 6.

1. Call to Order

The annual organizational meeting was called to order by Chair Krisak at 5:42 p.m.

2. Roll Call

All directors present.

3. Adoption of Agenda

Motion to approve agenda. This motion, made by Misty Bergman and seconded by Mary Carlson, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

4. Election of Officers for 2024

4.a. Election of Chairperson

Motion to approve by acclamation. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

Nicole Krisak nominated Mary Carlson for Chairperson. Misty Bergman motioned in support of the nomination. No other nominations were made.

4.b. Election of Vice-Chairperson

Motion to approve by acclamation. This motion, made by Alice Kloepfer and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

Alice Kloepfer nominated Eric Ankrum for Vice-Chairperson. Misty Bergman motioned in support of the nomination. No other nominations were made.

4.c. Election of Clerk

Motion to approve by acclamation. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Nicole Krisak nominated Ben Johnson for Clerk. Misty Bergman motioned in support of the nomination. No other nominations were made.

4.d. Election of Treasurer

Motion to approve by acclamation. This motion, made by Eric Ankrum and seconded by Ben Johnson, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Eric Ankrum nominated Misty Bergman for Treasurer. Ben Johnson motioned in support of the nomination. No other nominations were made.

5. Action Items

5.a. Designate Depositories of Funds

Motion to designate Frandsen Bank & Trust, Minnesota School District Liquid Asset Fund, and Ehlers Investment Partners, LLC as depositories of district funds. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.b. Authorize Electronic Fund Transfers

Motion to authorize Shauna Dalchow, Beth Peterson, and Jeff Pesta to make electronic fund transfers. This motion, made by Ben Johnson and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.c. Designate Official Newspaper

Motion to designate the Pine Knot as the official newspaper through June 30, 2024. This motion, made by Misty Bergman and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Best practice for designating an official newspaper would include sending a Request For Proposals (RFP) to all qualified publications with sufficient circulation within the Wrenshall School District each May and making the annual designation in June.

Minnesota Statutes 123B.95 Subd. 4, 331A.02 and 331A.04 address the requirements for qualification and selection.

5.d. Designate Legal Representation

Motion to approve Ratwik, Rozak and Maloney, P.A. as the district's legal representative. This motion, made by Ben Johnson and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.e. Set Board Director Compensation

Motion to approve stipends no lower than current rate. This motion, made by Nicole Krisak and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The current board stipend is \$1000 per year and reimbursement of approved expenses.

5.f. Set Mileage Reimbursement Rate For Official Business

Motion to approve mileage reimbursement at the IRS rate. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.g. Set Meeting Recording Guidelines

Motion to subscribe to Zoom for recording meetings, post live and recorded broadcasts in BoardBook and to retain recorded meetings on the district website for twelve months. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The decision to record and post specific meetings and whether to offer remote live access to meetings should be reflected in protocol for 2024.

6. Set Annual Meeting Calendar

Motion to approve meeting calendar as presented. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

A draft meeting schedule was prepared with input from current directors regarding their availability.

7. Appoint Standing Board Committees

Motion to re-instate current committee assignments for 2024. This motion, made by Misty Bergman and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

No vote is necessary as the committee assignments are designated by the Chair. All standing committees were re-instated for 2024.

8. Adjournment

Motion to adjourn. This motion, made by Eric Ankrum and seconded by Nicole Krisak, Carried.
Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepper:
Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

Meeting was adjourned at 6:20 p.m.

Wrenshall Board of Education
Thursday, January 18, 2024 6:30 PM Central

Wrenshall School Library Media Center
207 Pioneer Drive
Wrenshall, MN 55797

Eric Ankrum: Present
Misty Bergman: Present
Mary Carlson: Present
Ben Johnson: Present
Alice Kloepfer: Present
Nicole Krisak: Present
Present: 6.

1. Call to Order

The meeting was called to order by Chair Carlson at 6:29 p.m.

2. Pledge of Allegiance

3. Roll Call

All directors were present.

4. Adoption of Agenda

Motion to approve. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5. Regular Business

5.a. Approval of Minutes

Motion to approve. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.b. Accept Business Office Report

Motion to accept business report as presented. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

5.c. Approval of Consent Agenda

Motion to approve. This motion, made by Misty Bergman and seconded by Ben Johnson, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice

Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

6. Informational Items

6.a. Transportation Fleet Review and Recommendations

6.b. Principal's Report

6.c. Activities Director's Report

6.d. Community Education Report

The superintendent is recommending approval in Action Item 7.i. to purchase Community Education Director services from the Esko School District on a temporary basis.

6.e. Enrollment Report

6.f. Superintendent's Report

Chair Carlson will reach out to the Chair of the Carlton School Board to discuss a possible next step in the consolidation timeline. The Fiscal Year 2025 budget process will begin at the February 7 work session.

6.g. Board Director or Committee Reports

Director Johnson reported that \$6500 has been raised to date for the outdoor scoreboard. Director Ankrum provided a report from the Building and Grounds Committee, including support for the proposed purchase of service from Carlton for a ten-hour per week facility manager through June 30. The board discussed pending electrical projects with a preference for fundraising support for unbudgeted, nonessential items.

7. Action Items

7.a. Ratify 2021-2025 Master Agreement for Education Minnesota - Wrenshall (ESP)

Motion to ratify the ASP/ESP master agreement. This motion, made by Nicole Krisak and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

The Board Negotiation Committee 2 recommends ratification of the proposed ASP master agreement.

7.b. Ratify 2023-2025 Teacher Master Agreement for Education Minnesota - Wrenshall

Motion to table the action item definitely to the next business meeting. This motion, made by Eric Ankrum and seconded by Alice Kloepfer, Tabled.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea
Yea: 6, Nay: 0

The Board Negotiation Committee 1 recommends tabling the master agreement definitely until the next business meeting to provide more time for all board directors to become familiar with the final version of the tentative agreement.

7.c. Aid Anticipation Bond Sale

Motion to provide the general certificate for the preferred bid for Aid Anticipation Bond 2024A. This motion, made by Nicole Krisak and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The superintendent has confirmed the preferred bid selection. The bond sale will close on January 25.

7.d. Safe Routes to School Resolution

Motion to introduce and approve the resolution. This motion, made by Ben Johnson and seconded by Eric Ankrum, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.e. Transportation for Foster Care Transportation with Carlton County

Motion to approve. This motion, made by Eric Ankrum and seconded by Nicole Krisak, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.f. Approve Raptor Cooperative Communication Chart

Motion to approve. This motion, made by Nicole Krisak and seconded by Alice Kloepfer, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The communication flow chart has been recommended for approval by the Raptor Activities Cooperative to both the Wrenshall and Carlton school boards.

7.g. Policy Review Cycle

7.h. Acceptance of Donations

Motion to introduce the resolution and approve to accept donations with gratitude. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

7.i. Hiring Requests

Motion to approve. This motion, made by Eric Ankrum and seconded by Misty Bergman, Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer: Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

8. Future Meetings

A Raptor Activities Cooperative meeting has been scheduled for January 25. The new meeting calendar for 2024 has been adopted.

9. Adjournment

Motion to adjourn. This motion, made by Nicole Krisak and seconded by Misty Bergman,
Carried.

Eric Ankrum: Yea, Misty Bergman: Yea, Mary Carlson: Yea, Ben Johnson: Yea, Alice Kloepfer:
Yea, Nicole Krisak: Yea

Yea: 6, Nay: 0

The meeting was adjourned at 8:52 p.m.

Independent School District No. 100 (Wrenshall)

\$300,000 - Final

General Obligation Aid Anticipation Certificates of Indebtedness, Series 2024A

Dated: January 25, 2024

Sources & Uses

Dated 01/25/2024 | Delivered 01/25/2024

Sources Of Funds

Par Amount of Bonds	\$300,000.00
Total Sources	\$300,000.00

Uses Of Funds

Deposit to Operating Fund	291,645.00
Financial Advisor (PMA Securities)	6,000.00
Bond Counsel (Kennedy & Graven)	1,900.00
Paying Agent (Northland Trust)	355.00
Auditor Certificate Fee (Carlton County)	100.00
Total Uses	\$300,000.00

Independent School District No. 100 (Wrenshall)

\$300,000 - Final

General Obligation Aid Anticipation Certificates of Indebtedness, Series 2024A

Dated: January 25, 2024

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/30/2024	Serial Note	3.100%	3.100%	300,000.00	100.000%	300,000.00
Total	-	-	-	\$300,000.00	-	\$300,000.00

Bid Information

Par Amount of Bonds	\$300,000.00
Gross Production	\$300,000.00
Bid (100.000%)	300,000.00
Total Purchase Price	\$300,000.00
Bond Year Dollars	\$204.17
Average Life	0.681 Years
Average Coupon	3.1000016%
Net Interest Cost (NIC)	3.1000016%
True Interest Cost (TIC)	3.0914022%

Independent School District No. 100 (Wrenshall)

\$300,000 - Final

General Obligation Aid Anticipation Certificates of Indebtedness, Series 2024A

Dated: January 25, 2024

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/25/2024	-	-	-	-	-
09/30/2024	300,000.00	3.100%	6,329.17	306,329.17	306,329.17
Total	\$300,000.00	-	\$6,329.17	\$306,329.17	-

Yield Statistics

Bond Year Dollars	\$204.17
Average Life	0.681 Years
Average Coupon	3.1000016%
Net Interest Cost (NIC)	3.1000016%
True Interest Cost (TIC)	3.0914022%
Bond Yield for Arbitrage Purposes	3.0914022%
All Inclusive Cost (AIC)	7.3498960%

IRS Form 8038

Net Interest Cost	3.1000016%
Weighted Average Maturity	0.681 Years

Independent School District No. 100 (Wrenshall)

\$300,000 - Final

General Obligation Aid Anticipation Certificates of Indebtedness, Series 2024A

Dated: January 25, 2024

Proof of Bond Yield @ 3.0914022%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
01/25/2024	-	1.0000000x	-	-
09/30/2024	306,329.17	0.9793387x	300,000.00	300,000.00
Total	\$306,329.17	-	\$300,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$300,000.00
Original Issue Proceeds	\$300,000.00



Wrenshaw Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

Leadership Options: FY25

1. Full-Time Superintendent

- Estimated total cost (\$150-175K dependent on experience).
- Maximum coverage during the year and reduced time needed from other leadership positions.

2. Intern Superintendent with Licensed Mentor

- Estimated total cost intern (\$90-100K dependent on number of work days).
- Estimated total cost mentor (\$20-50K dependent upon range of duties).
- Administrative coverage concentrated on school days in combination with principal.
- Skills sought from intern for maximum impact would be possible combinations of licensed principal competencies including student management, staff evaluation, special education, technology, building and grounds, school safety, or activities leadership.
- May reduce the need for other district leadership positions or contracted services.
- May develop a potential future superintendent candidate.

3. Part-Time Superintendent

- Estimated total cost (\$75-\$85K dependent upon range of duties and benefits offered)
- Requires other district leadership positions or contracted services for support.

4. Shared Superintendent

- Estimated total cost (\$75-85K dependent upon experience).
 - Creates potential for conflicts between shared district's interests.
- All contracts should be no longer than one year with an option to renegotiate. This provides the district with maximum flexibility to evaluate effectiveness, future budgets, and options for consolidation.
 - The district should identify their preferred option and target promptly with full effort.

Potential Search Firms

BWP & Associates, LTD
872 S Milwaukee Ave, #221
Libertyville, IL 60048

School Exec Connect
Kevin O'Mara
805 W. Lake Street, #301
Oak Park, IL 60301

Ray and Associates
PO Box 10045
Cedar Rapids, IA 52410-0045

Big River Group, LLC
Bruce Miles
P.O. Box 5120
St. Cloud, MN 56302-5120

MSBA
Barb Dorn
Minnesota School Board Association
1900 West Jefferson Avenue
St Peter, MN 56082-3015

Rising Tide School Board Services
Jeff Pesta, Ed.D.
39539 Krantz Drive
Deer River, MN 56636



Wrenshull Public Schools

Superintendent- Jeff Pesta
Principal- Michelle Blanchard

January 18, 2024

Sample Consolidation Timeline

- This draft timeline assumes a goal of legal consolidation of two Independent school districts effective July 1, 2025. All dates are approximate and governed by state statute.

February, 2024 - Current school boards review financial statements, status of facilities, programming, and staffing.

March, 2024 – Current school boards meet and/or individually take action indicating their commitment to consolidate (non-binding).

March, 2024 – Current boards agree not to enter into any individual employee agreements extending past June 30, 2024. Boards commit to empowering the new consolidated board to post and hire best qualified candidates for leadership positions and individual contracts.

June, 2024 – Current school boards enter into a debt burden agreement M.S. 123A.73 and determine intention to combine voter approved Local Operating Revenue levy across new district boundaries. Fund transfers are allowed.

June, 2024 – Submit consolidation plan for a new Independent School District to Minnesota Department of Education for review and approval.

July, 2024 – Current school boards agree to an orderly reduction of school board directors plan M.S. 123A.48 Subd. 4 and M.S. 205A, Subd. 11-12.

July, 2024 – County Auditor prepares consolidation plot for new district boundaries.

July 2024 – New open enrollment options terminate for resident students of proposed consolidated district

July, 2024 - \$300 per pupil unit of consolidation aid is added to state revenue formula for the new district.

September, 2024 – Public hearings to present consolidation plan.

October, 2024 – Current school boards vote to consolidate (binding).

November, 2024 – Possible school board elections.

December, 2024 – Develop plan to merge all labor groups in accordance with M.S. 123A.75.

March, 2024 – Newly consolidated master agreements in place for all labor groups.

March, 2024 – Post key positions covered by individual or at-will agreements.

July 1, 2025 – Legal consolidation date of a new Independent School District.

November, 2025 – Combined school board election in accordance with the school board director reduction plan.

TEACHERS' MASTER AGREEMENT

July 1, 2023 through June 30, 2025

The Terms and Conditions of Employment Between

**Independent School District #100
Wrenshall Public Schools**

And the members of

Education Minnesota-Wrenshall

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2023-2025

MASTER AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Independent School District No. 100, Wrenshall, Minnesota, hereinafter referred to as the school district, and the Education Minnesota Wrenshall (EMW), hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended hereinafter referred to as the PELRA, provides the terms and conditions of employment for teachers during the duration of the Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the school district recognizes the Education Minnesota Wrenshall as the exclusive representative of teachers employed by Independent School District No. 100. which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the district as defined in this Agreement and in said Act.

ARTICLE III DEFINITIONS

Section 1. Terms and conditions of employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Teachers: The term “teacher,” shall mean all persons in the appropriate unit employed by the school district in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District: For purposes of administering the Agreement, the term, “School District,” shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the 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, direction, and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board 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 Law, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by 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 are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any State or Federal 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 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
TEACHER RIGHTS

Section 1. Right to View: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or their 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 designated 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; nor shall it be construed to require any teacher to perform labor or services against their will.

Section 2. Right to Join: Pursuant to PELRA, 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. Request for Dues Check Off: The exclusive representative shall have the right to request and be

allowed dues check off for its members, provided that dues checkoff and the proceeds thereof shall not be allowed to any representative that has lost its right to dues check off pursuant to PELRA Upon receipt of 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 in 16 equal installments, beginning with the first pay period in October.

Section 4. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files relating to each individual teacher shall be available during regular school business hours to the particular individual teacher upon request. The teacher will be informed of any disciplinary file addition during the course of the same working day that the addition is made. On a cover page, the addition will be noted by the signature of the Superintendent. The teacher will acknowledge the addition by a responding signature on the same cover page. The original signatures shall be filed with the addition and a copy of the signature page shall be given to the teacher. The teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein.

Section 5. PAC Contributions: Upon receipt of a duly authorized voluntary deduction card, the school district agrees to payroll deduction for a federally registered PAC designated by Education Minnesota-Wrenshall.

Section 6. Use of Facilities: The union has the right to use school buildings before or after school hours for meetings, scheduling such use with supervisor, pursuant to District Facility Use Policy. Any expenses incidental to any meeting are the responsibility of the Union in accordance with Board Policy.

Section 7: Transaction of Business: Duly authorized representatives of the Union shall be permitted to transact official Union business on school premises contingent upon notification of the supervisor, pursuant to District facility use policy. The Union may use the employer's mail service, employee mailboxes, and District e-mail for communications to employees regarding Union business, pursuant to District Computer and Internet Acceptable Use Policy.

Section 8: Meet and Confer: The District has the obligation to meet and confer with staff to discuss policies and matters not related to terms and conditions of employment. Meet and confer shall occur at least once every school year, and twice when possible.

ARTICLE VI

UNREQUESTED LEAVE OF ABSENCE AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this is to implement the provisions of M.S. 122A.40, Subd. 10, which Article, 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 meanings respectively ascribed to them.

Subd. 2. "Teacher" shall mean those members of the unit as defined by the PELRA and this Agreement, except the provisions of this Article shall not be applicable to any bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1.

Subd. 3. "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught, and has successfully had teaching experience of such matter within the past five years in the school district.

Subd. 4. "Subject matter or field" shall mean teachers in the following categories:

Elementary Categories: 1) teaching, grades kindergarten through six (including instructional consultants); 2) art; 3) counselors; 4) librarians; 5) physical education.

Secondary Categories: 1) art; 2) business education; 3) counselors; 4) foreign language; 5) home economics; 6) industrial arts; 7) language arts; 8) librarian; 9) mathematics; 10) physical education; 11) science; 12) social studies.

K-12 Categories: 1) special education; 2) instructional music; 3) nurse; 4) school psychologist; 5) EL; 6) social worker; 7) speech therapist (clinician); 8) vocal music. For seniority purposes District #100 coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment.

Subd. 5. "Seniority" means continuing contract, qualified teachers commencing with the first day of actual service in the School District and shall exclude probationary teachers who are substituting for teachers on leaves of absence, and part-time teachers employed less than an average of twenty (20) hours per week and one-hundred (100) days in a school year. Exception: When a Pre-K and/or Kindergarten position is not a 1.0 FTE, it is considered a full year part-time contract and is included in the seniority process. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation, or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated, by action of the School Board and the teacher, without interruption of regular service, shall retain original seniority rate.

Subd. 6. "School Board" means the local governing board of the School District.

Section 3. Unrequested Leave of Absences:

Subd. 1. Upon action of the School Board teachers may be placed on unrequested leave of absence as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if they fail to file with the school district by April 1st of any

year a written statement requesting reinstatement. 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 Board.

Subd. 2. Teachers placed on such leave shall receive notice by June 1st of the school year prior to the commencement of such leave with reasons thereof, except that a hearing may be provided to show any violation of this policy.

Subd. 3. Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and Tier 4 continuing contract teachers shall be placed on unrequested leave in inverse order of seniority in the field and subject matter employed. No teacher shall be placed on unrequested leave if there is any other qualified teacher with less seniority in the same field and subject matter employed.

Subd. 4. In the event of a staff reduction, action affecting employees whose first date of employment commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be at the discretion of the school district based upon criteria including: performance, training, experience, skills in special assignments, and other relevant factors.

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 district earned prior to the commencement of such leave.

Subd. 6. Teachers placed on unrequested leave of absence shall remain eligible for group health and hospitalization insurance benefits, at personal expense, up to a maximum of 5 years.

Section 4. Realignment: Nothing in this Article, for purposes of placement on unrequested leave of absence or recall there from, shall require the School District to reassign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall it require the School District to assign a senior teacher to a substantially different grade level assignment. For purposes of this section, a substantially different grade level assignment shall mean an assignment between kindergarten, grades one (1) through six (6), junior high, and senior high school.

Section 5. 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 same field and subject matter. 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 in the fields 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 their name and address with the school district personnel office 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 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 ten (10) working days from the date of such notice to accept reemployment. Failure to accept in writing within such ten (10) day period shall constitute a waiver on the part of any teacher to any further right of employment or reinstatement and that teacher shall forfeit any future reinstatement or employment rights. A teacher may in writing, indicate the acceptance or rejection of a position prior to being offered while on unrequested leave of absence. This letter should indicate the terms of acceptance or rejection.

Subd. 4. 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.

Section 6. Establishment of Seniority List:

Subd. 1. The School Board shall annually cause a seniority list (by name, first day of actual service, days worked, equivalent years, valid licensure with expiration, and current assignment) to be prepared from its records. It shall thereupon post such list in an official place of the district by October 15 of each school year.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the School Board.

Subd. 3. Within ten (10) working 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 Board, which list is revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or the cessation of services, or new employees. Such yearly revised list shall govern the application of

the unrequested leave of absence policy until thereafter revised.

Section 7. Filing of Licenses: In any year which a reduction of teaching staff is occurring, and the school district is placing teachers on unrequested leave of absence, only those licenses actually received by the superintendent's office for filing as of January 15 of such year shall be considered for purposes of determining lay off within areas of licensure for the following school year. A license filed after January 15 shall be considered for purposes of recall, but not to the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this Master 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 the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by a teacher who is proposed for unrequested leave of absence or recall there from shall be subject to the hearing and review procedures as provided in M.S. 122A.40, and therefore, shall not be subject to the grievance procedure.

Section 10. Teaching Position Openings: The school district recognizes that it is desirable in assigning and hiring school personnel to consider the interests and aspirations of their employees. An attempt shall be made to place teachers in the class and position for which they are qualified and have the greatest interest, consistent with the needs and requirements of the school district. EMW members meeting or exceeding the minimum qualifications stated in the description of a vacancy (defined as a teaching assignment which will remain in existence and not be filled by the incumbent teacher for at least one year) will be allowed to make formal application for that vacancy.

It is recommended that the vacancy be filled in the following order:

1. tenure teachers having made application
2. non-tenure teachers having made application
3. applicants new to the system If an EMW member is denied the vacant position, the member shall be given a letter stating the reasons for denial.

ARTICLE VII

BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. 1. 2023-2024 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, and shall be effective only for the 2023-2024 school year and teachers shall advance one increment on the salary schedule.

Subd. 2. 2024-2025 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be effective only for the 2024-2025 school year and teachers shall advance one increment on the salary schedule.

Section 2. Status of Salary Schedules: The salary schedules shall not be construed as a part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the expiration date of this agreement, a teacher shall be compensated according to the previous year's compensation until such time that a successor agreement is executed with the exception of step and lane changes. A teacher's advancement is subject to the right of the school district to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Definition of a Credit: A credit in this contract shall be defined as the equivalent of one (1) credit as awarded by colleges and universities with 15 week semesters.

Subd. 2. Workshop Credit Equivalent: Semester credit equivalents can be awarded to a teacher who has engaged in certain workshop experiences that are high quality and for which it can be demonstrated that this experience has positively affected teaching and/or curriculum. This experience must take place outside the school day.

Equivalent credits shall be awarded by a committee composed of at least two (2) teachers and the superintendent and the principal. A simple majority vote is required for approval. The requirements and criteria for these awards will be determined by this group. All other rules for credit approval still apply.

Subd. 3. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the administration of the school or the teaching assignment as determined by the school district.

Subd. 4. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor degree must be graduate credits and carry a grade equivalent of B or higher unless the course is offered only on a pass/fail basis, in which case a pass must be achieved. Undergraduate credits and/or credit bearing workshops, upon the approval of the school district, may be applied to the salary schedule. A maximum of 10 credits may be used towards placement on the salary schedule. This new language is not retroactive.

Subd. 5. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the school district in writing prior to the taking of the course.

Subd. 6. Effective Date: Individual contracts may be modified to reflect qualified lane changes once during each school year provided a transcript or copy of a grade report card is submitted. The change from the BA20 lane to the MA lane is considered to be a single lane change. The lane change shall be effective with the first payroll of the month following submission of documentation.

Subd. 7. Advanced Degree Program: A teacher shall be paid on the master's degree lane or

higher degree lane only if the degree program is germane to the administration of the school or the teaching assignment and is approved in writing by the school district in advance.

Subd. 8. Master's Equivalency: Any teacher with 40 semester credits beyond a Bachelor's Degree will be considered a Master's Equivalency and will be paid on the MA lane.

Subd. 9. 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.

Subd. 10. Prior Experience: A new teacher shall be placed on the lane of the salary schedule as provided in this Article on such step as agreed between the school district and the teacher.

Subd. 11. School District Discretion: It is understood and agreed by the parties that the school district may in its sole discretion compensate teachers in the bargaining unit above scheduled salary as provided herein.

Subd. 12. Step Advancement: A teacher must be paid for a minimum of 135 teaching days in a school year to qualify for a salary step advancement.

Half-time employees or better will also advance a step each year and will be paid the prorated amount of that next step.

When a half-time or better employee becomes a full-time employee, their salary step placement will be based on calendar years of service.

Subd. 13. Long-term Sub: After four (4) weeks (20 consecutive school days) in a single school year of substitute teaching, such sub will be designated to be a long-term sub and will be appropriately placed on the salary schedule and eligible for benefits.

When a teacher is hired as a long-term sub, for a position either posted as a long-term sub or known to exceed four (4) weeks (20 consecutive school days), they will be placed on the salary schedule and be eligible for benefits from day one through the duration of assignment.

Subd. 14. Pay Period: The district will offer each employee the following options for the distribution of salary:

A- Twenty-four (24) pay periods each year, with a check (1/24th each) issued on the 15th and 30th of each month.

B- Eighteen (18) pay periods each year, with 18 checks (1/18th each) issued on the 15th and 30th of the months September through May.

All employees will be required to have direct deposit for each pay period. Exceptions may be granted by the Superintendent.

New employees of ISD #100 will be informed by the District of the two (2) pay period options at the time of hiring. Any employee wanting to make a pay period change must do so by June 1st for the following school year.

In the event of resignation, retirement, or termination, the teacher involved may request a

paid-up contract as of June 30.

Subd. 15. Pay Deductions: Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence.

Any teacher with an extended contract (contracted to work additional time beyond the 179-day-year) will be compensated at an additional prorated rate of pay. Workshops, in-service, and curriculum development are voluntary and are not covered by this subd.

Section 4. Severance Pay: Severance pay is available at the severance of employment to all full-time employees and to all part-time employees that have been at least half-time. A teacher, after a minimum of 20 calendar years of service in the Wrenshall District and being at least fifty (50) years of age, shall receive, as severance pay upon the teacher's severance of employment, the equivalent of three (3) days pay based on the teacher's salary at the time of severance of employment for each year of service.

If a teacher who severs employment has been employed less than full-time, the average decimal fraction of employment for all years of service will be calculated and used as a multiplier against that teacher's last placement on the salary schedule. (Example: After twenty (20) or more calendar years, a teacher has an average decimal fraction of employment of 0.85. The last placement on the salary schedules this teacher occupied will be multiplied by 0.85 and the resulting amount will be considered that teacher's salary at the time of severance.)

The teacher must give written notice to the District at least 60 days prior to the date of severance in order to receive severance pay.

Subd 1. This severance money will be paid by the school district to the retiring teacher's 403B plan in three (3) equal payments: One in the month following the date the teacher severs employment, a second payment six (6) months following the first payment, and a third payment 12 months following the second payment.

Subd 2. No one shall take the severance as cash payment.

Section 5. 403(b) Match Plan: The District shall implement, on September 1, 2008, an Employer Matched 403(b) Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute Section 356.24. The District will employ a third-party administrator to handle the contributions made by employee and employer. Employer matching contributions shall be directed to insurance companies (vendors) approved by the Minnesota State Board of Investment. The plan shall comply with I.R.S. Code 26 U.S.C. Section 403(b). There shall be a lifetime per teacher cap of \$25,000 on District contributions. As of September 1, 2008, yearly matching amounts paid by the District shall be limited to a maximum amount as shown:

<u>Years</u>	<u>Maximum Match Per Year</u>
1-4	No Match
5-9	\$550

10-14	\$800
15-20	\$1,050
21-23	\$1,300
24+	\$1,550

District matching amounts shall match teacher’s contribution on a dollar-for-dollar basis up to the applicable maximum amount allowed under this agreement. These dollar-for-dollar amounts shall be matched with the beginning of the year listed in the table above. The plan year shall be from September 1 through August 31.

Subd 1. All teachers hired on or after September 1, 1997, will no longer be eligible for the Severance Pay. All teachers hired before September 1, 1997, may participate in the 403(b) plan. If the District’s contribution does not deplete the Severance Pay calculated in Article VII, Section 4. Severance Pay of the teacher’s base salary, the remaining Severance Pay will be paid at the time of retirement. All teachers who qualify may participate in the 403(b) Employer Matching Plan. Part-time staff will be able to participate in this program and their matching contributions will be prorated based on their contractual language. To be eligible for the Employer Matching Plan a staff member has to have worked in the district a minimum of four (4) calendar years.

Subd 2. In each year subsequent to the 2008-2009 school year, an eligible teacher must make application in the plan no later than September 1, of each school year. Once an eligible teacher elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the teacher by the September 1 deadline. This provision relates to an eligible teacher’s willingness to participate in the program and in setting the monetary amount of participation in the plan. Once the election is made by the teacher, the teacher must participate in the program at the same rate for that school year.

Subd 3. In the event a participating teacher’s assignment is reduced from full-time to part-time during the school year, the teacher must continue participation at the same rate for the remainder of that school year.

**ARTICLE VIII
EXTRA COMPENSATION**

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C and Schedule D, which are attached, shall be a part of this Agreement. Coaching positions filled by staff or non-staff shall not exceed the amounts listed on Schedule C or Schedule D.

Subd.1 Schedule D: Schedule D hourly pay scale will be no less than the prorated hourly rate of step 3, lane 3 of the salary schedule.

Section 2. Right of Application to Positions: Members of the bargaining unit will have the right to apply for any extracurricular positions on a yearly basis. Members will be given full and due

consideration for said position through the application and interview process.

Extracurricular positions will be posted each year by April 15th with the teacher having until April 25th to apply. This acknowledges that all extracurricular positions are, in effect, one-year contracts. For positions that become available after April 15, bargaining unit members will have ten business days following the posting date in which to apply.

This contract acknowledges the District's commitment to hire and retain coaches and advisors who are also on staff at Wrenshall School. Additionally, this agreement recognizes the importance of retaining effective personnel in extra-curricular positions and the need to support the commitment of quality coaches and advisors, both bargaining unit members and non-members alike.

Section 3. Coaching Day: In addition to the salary listed on the Extracurricular Schedules, the coaches and advisors of Minnesota State High School League sponsored activities shall receive a "Coaching Day." This day may be used to attend the state tournament of their sport, attend coaching clinics and/or coaching workshops, or to do scouting, at the recipient's discretion. Each coach, be they head or assistant, or advisor of an MSHSL activity, shall be given one such day. One additional day may be allowed in order to accompany students to the State Tournament of their sport.

Section 4. Elementary Split Grades: In any school year that an elementary teacher is assigned a classroom that will have students from more than one grade level, that teacher will receive a salary addition of twenty-four percent (24%) of their current placement on the salary schedule.

Section 5. Secondary Staff 6th Period Assignment: Any secondary teacher assigned a six (6) period teaching assignment will receive a salary addition of four percent (4%). This addition will be determined for each semester of the school year.

Subd. 1: When a high school class is split between two classes that require separate preparation, the instructor shall receive 6th assignment pay. No teacher shall teach more than 2 classes during a single class period.

Subd. 2: Teachers teaching independent study courses shall be paid 6th assignment pay. Independent study courses shall be those courses that the administration requests the teacher teach and are a semester long.

Subd. 3. The district shall not assign a teacher a study hall and a class in the same period.

Section 6. Athletic Director: In addition to the scheduled rate of pay in the extracurricular schedule, the Athletic Director will receive one additional hour of preparation time each school day to fulfill this responsibility. If one additional hour of preparation time is not provided, they will be paid 1/7 of their salary.

Section 7. College in the Schools

Subd 1. A College in the Schools class is defined as a class where students earn a letter grade

from a college or university, yet the class is taught by a Wrenshall High school instructor.

Subd 2. Regular classroom teachers who agree to teach a College in the Schools class will be eligible to receive compensation equal to \$500 per semester. The determination if courses are offered, which courses are offered, when they are offered, and who teaches them will be at the discretion of the District.

Section 8. Dean of Students: When the responsibilities and requirements of the position of Dean of Students requires time outside of the regular school day, the remuneration will be an hourly rate prorated against the Dean’s regular salary. The qualifier for prorated pay would be any duty beyond the regular school day that is not optional to the Dean; for example, conferencing with parents due to an episode that occurred late in the school day, detention responsibility that all other staff have refused, and/or any follow-up to a student behavioral episode that cannot be deferred to the next school day.

Section 9. Class Sizes:

Subd. 1. Beginning in 2024-2025 class sizes in elementary will be at or below class sizes indicated below. The class size per secondary teacher within core content classes for 7-8 or 9-12 will be the size indicated below.

Subd.2. If class sizes are above the indicated level, then the teacher will receive 1% of their salary per student over the limit. Teachers will be required to fill out an extra pay voucher monthly for each month their class size is over the class cap indicating class size cap compensation as the reason. This voucher will need to be turned in to the district office by the 5th of the following month for each month a teacher's class size is above the cap.

Grades Class size

Pre-K 20 or less

K 20

1–3 23

4–6 25

7–8 28*

9 –12 30*

*Maximum size for secondary core content classes (core content classes are defined as Social Studies, Math, English, and Science) plus any art or technology classes with a studio or lab component. Teachers of classes where more than the cap would be preferable will communicate with their direct supervisor and the class will be allowed to go over the limit, but said teacher will not be eligible for the extra compensation.

**ARTICLE IX
GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall contribute up to \$606.79 per month for 2023-2024 and up to \$606.79 per month for 2024-2025 toward the premium for individual coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute up to \$1168.19 per month for 2023-2024 and up to \$1168.19 per month for 2024-2025 toward the premium for family coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan and who qualify for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. HSA or Veba Contribution: The School District shall contribute \$725.00 for the 2023-2024 school year and \$725.00 for the 2024-2025 school year per employee taking health insurance to either an HSA or a VEBA account.

Section 2. Life Insurance: The School District will contribute up to a maximum of \$7.50 for \$30,000 term life insurance. A teacher may elect an additional \$30,000 coverage up to a maximum total of \$60,000.

The additional \$30,000 will be at the teacher's personal expense. The life insurance does not cover waiver of premium accidental death or dismemberment.

Section 3. Dental Insurance: The district will contribute up to \$36.00 for 2023-2024 and up to \$36.00 for 2024-2025 towards single coverage and \$80.00 for 2023-2024 and \$80.00 for 2024-2025 towards family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Long-term Disability Insurance: The District shall provide the most competitive income protection policy with the following conditions:

1. 90-day elimination period
2. Monthly benefits of 66 2/3 % of salary.

Subd. 1. All Teachers shall be required to participate in the group at their own expense.

Subd. 2. The salary of each teacher, pursuant to schedules A and B of this Agreement, shall be increased by the cost of their Long-term Disability premium.

Section 5. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this Article as long as the teacher is employed and on paid status by the School District. Upon termination of employment, all District contributions shall cease except that a teacher who has completed a full year shall be eligible for eighteen (18) months' contribution.

Section 7. Eligibility: Full benefits provided in this article are designed for full-time personnel as described in Article X and XI hereof. Part-time employees who are employed at least twenty (20) hours per week and one hundred fifty (150) days in the school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time teachers employed less than an average of twenty (20) hours per week or less than one hundred fifty (150) days in a school year and substitute teachers shall not be eligible for any benefits pursuant to this Article. This stipulation is subject to Insurance Carrier's limitation. Exception: Kindergarten is a full year part-time contract and is included in the seniority process.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of one hundred twelve (112) hours for each year of service in the employ of the school district. All teachers who teach half-time or better, but less than full-time, shall receive sick leave proportionate to their employment. (Example: A half-time teacher will accrue fifty-six (56) hours for each full year.)

Subd. 3. Unused sick leave hours may accumulate to a maximum credit of one thousand two hundred (1,200) hours of sick leave per teacher.

Subd. 4. Sick leave may be used for any situation described by the Family and Medical Leave Act of 1993 as amended, the Minnesota Parenting Leave Act, and the Minnesota Sick or Injured Child Care Leave Act. Sick leave may also be used for the illness of a child (including an adult child), spouse, sibling, parent, grandparent, or stepparent or any other relative or non-relative who stands in the same relationship with the teacher as determined by the administration provided the teacher has unused sick leave at the time of such absence. Exception: Paid leave would be limited to eighty (80) hours for any leave involving healthy family members. (Example: Paternity leave to adopt a healthy child.) The employee may submit a request for an extension of this paid leave that may be granted at District discretion.

Subd. 5. After 5 consecutive days, a note from an attending physician may be required at the district's discretion.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the teacher.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in the office.

Subd. 8. Catastrophic Voluntary Sick Leave Pool: Teachers may, on a voluntary basis, donate up to sixteen (16) sick hours to another teacher who has exhausted their accumulated sick leave, under the following conditions:

1. The affected teacher must apply in writing, stating the medical need, to the review board. The review board will consist of the Superintendent, 2 School Board representatives, and 2 members of the exclusive representative.
2. Upon approval by the Review Board, a one-event sick leave pool will be created.
3. Upon creation of the pool, teachers may contribute up to sixteen (16) sick hours to the pool provided they have accumulated a minimum of one hundred sixty (160) sick hours in their own sick leave account. The sick hours will be charged based on the order the contributions were submitted until all participating teachers have been charged for eight sick hours. The process will repeat using an additional eight sick hours until either all hours have been used or a maximum of two hundred forty (240) sick hours have occurred.
4. All contributions to the sick pool are to remain anonymous.
5. The maximum distribution per event from the Catastrophic Voluntary Sick Leave Pool will not exceed two hundred forty (240) sick hours per school year.
6. If there are less than two hundred forty (240) sick hours contributed to the pool, a teacher that has contributed only eight sick hours may contribute eight more sick hours.
7. This subdivision is not subject to the grievance procedure, and the District shall not be liable for the process.

Subd. 9. If a teacher uses four (4) or fewer sick days per year, the district will pay for two (2) days at the extra duty hourly rate per contract. The Teacher must request this before June 1st.

Subd. 10. Teachers, who upon willful severance of employment, have at least fifteen (15) years of experience in the School District shall have the opportunity to have the district buy back unused, accumulated sick leave days at a rate of 5 days for each year of service with the School District, not to exceed 75 days. The days will be paid out at a rate of two-thirds ($\frac{2}{3}$) the daily substitute rate.

Section 2. Earned Sick and Safe Time (ESST):

Subd. 1. Effective January 1, 2024, and each fiscal year thereafter, teachers shall accrue one hour of ESST for every thirty (30) hours worked, up to forty-eight (48) hours in the fiscal year. ESST shall accrue to a maximum of eighty (80) hours and a balance may be carried over into the next fiscal year. At no time shall a teacher's accrued ESST exceed eighty (80) hours. There is no payout for

unused ESST.

Subd. 2. ESST shall be allowed whenever a teacher's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than one half (1/2) hour. Teachers who are newly employed will not be eligible to use ESST until they have performed work for at least eighty (80) hours and have accrued ESST as per school district payroll practices.

Subd. 3. When permissible by law, the School District may require a teacher to furnish documentation indicating any absence in excess of three (3) consecutive days was due to a qualifying event in order to receive ESST pay. The teacher will be advised when documentation is required. Documentation under the law includes a statement from the employee that leave was used for a qualifying purpose.

Subd.4. Teachers shall provide their direct supervisor with at least seven (7) days advance notice of the need for use of ESST if the need for leave is foreseeable. If the need for ESST is unforeseeable, notice shall be provided as soon as practicable. Pay for ESST time shall be approved by the direct supervisor only upon submission of a signed request upon the authorized ESST pay request form.

Subd.5. Approved ESST leave shall be deducted from the accrued ESST hours earned by the teacher.

Subd. 6. Severance Clause: If any provision of Article X is held to be invalid by operation of law to include Minnesota Statutes, section 181.9447, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

Section 3. Personal Business Leave:

Subd. 1. Two (2) days will be allowed for personal business of all full-time teachers. A written application must be made and approved before taking time off for personal business. Both days are at the teacher's discretion and are considered lenient. A third personal day will be allowed for teachers having served five (5) or more years with the district. Personal leave may be used in one (1) hour increments.

Subd. 2. A teacher may accrue up to six (6) personal business days that could be used for a week-long personal leave. Three (3) days may be carried over from the previous year. A compensatory day could be earned for a qualifying duty, which would allow for a leave of seven (7) days.

Subd. 3. All teachers who teach half-time or better, but less than full-time, shall receive personal business leave proportionate to their employment.

Subd. 4. On any day that either immediately precedes or follows any block of non-student contact time longer than two (2) days, two (2) elementary staff and two (2) high school staff may use a personal leave day. This leave is contingent on the ability to obtain substitutes. Leave under this Subdivision may be requested beginning the first contract day of any school year and will be granted on a first come basis. Conflicts will be resolved by agreement between the employees involved and the administration with final judgment accorded the Superintendent. If there is no expressed interest 30 days prior to the requested day by a member of one of the groups, all four teachers may be from the same group.

Subd. 5. The district is not required to grant a personal leave day for either the first or last day of the school year.

Subd. 6. Teachers may earn compensatory hours or be paid the hourly rate listed on Schedule D by fulfilling certain district assigned duties. Compensatory hours may be used in half hour or hour increments. The duties that will enable teachers to accumulate compensatory hours or be paid the hourly rate listed on Schedule D will be those in which the substituting teacher had to give up their preparation period (Elementary 0.5 hour (1/2 period), High School 1 hour (1 period)) or had to take another teacher's students in addition to their own because the district was unable to secure a substitute as requested by the classroom teacher (this would not apply to supervisory periods), monitoring after school detention (Elementary 1 hour, High School 1.5 hours), monitoring Saturday School (four (4) hours, or two (2) hours in the event of no students), or any other district assigned responsibility. Starting the 2024-2025 school year a teacher may only earn a maximum of eight (8) hours in a school year. These additional hours must be used within the school year in which they were earned.

Subd. 7. When a teacher is denied personal time off due to a lack of substitutes, the teacher will be compensated according to Schedule D for unused personal leave time that cannot be carried over to the following year.

Subd. 8. If a teacher uses two (2) or fewer personal days per year, the district will pay for one (1) day at the extra duty hourly rate per contract. The Teacher must request this before June 1st.

Section 4. Bereavement Leave:

Subd. 1. A maximum of five (5) days will be granted for a death in the immediate family of an employee or spouse. An employee may request additional days in the event of extenuating circumstances. Any additional days are subject to approval by the Superintendent.

Subd. 2. The immediate family shall be defined as: spouse, children, father or mother, brother or

sister, step-parents, step-children, step-siblings, grandchildren, and grandparents, or anyone relative or non-relative who stands in the same relationship with the teacher.

Subd. 3. A one (1) day bereavement leave will be granted for attendance at a funeral for a non-member of the employee's immediate family. This bereavement leave day must be approved not less than 24 hours in advance by the school district.

Subd. 4. Any time taken for bereavement will be deducted from an employee's accumulated sick leave.

Section 5, Deduct days:

Subd. 1. Deduct days will be considered after all personal leave have been used.

Subd. 2. A maximum of three (3) days will be approved without question per school year.

Subd. 3. Any request that exceeds the maximum number of three (3) days will be made to the school board for approval.

Section 6. Statutory Leave: Statutory Leave will be covered by the Family and Medical Leave Act of 1993 as amended, the Minnesota Parenting Leave Act, and the Minnesota Sick or Injured Child Care Leave Act. Six (6) weeks of accumulated sick leave may be used by an employee who is pregnant or adopting, or by an employee whose spouse, or any non-relative who stands in the same relationship with the teacher as determined by the administration, is pregnant or adopting. Emergency use of sick leave may be requested through the Superintendent for any use not covered by State and Federal Statute.

Section 7. Requested Leave of Absence: In order to provide consistency and repeatability to the Request Leave process, ISD #100 will follow the state guidelines for qualification and granting of requested leaves. Leaves of no less than one (1) and no more than five (5) years will be considered for those staff that have a minimum of five (5) years teaching experience in Minnesota Public Schools and two (2) years teaching experience in ISD #100. For more details, refer to MS 122A.4

Section 8. Jury Service: A teacher who is selected to serve on jury duty shall be allowed to meet this civic responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave:

Subd. 1. A continuing contract teacher who is unable to teach because of illness or injury and who 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.

Subd. 2. A request for a leave of absence or renewal thereof 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 normal responsibilities.

Section 11. Extended Leave of Absence: M.S. 122A.46 applies to teachers as defined in M.S. 122A.41 which would include any and all instructional and supervisory staff, principals, supervisors, classroom teachers, and librarians. Eligibility for Extended Leave:

1. Teacher must be a full or part-time elementary or secondary teacher.
2. Teacher must have either three (3) years allowable service, as defined in M.S. 354.05, Subd. 13 or the bylaws of TRA, or three (3) years of full-time teaching service in Minnesota public elementary and secondary schools and must have been employed in the school district for at least three (3) years and earned tenure status.
3. The granting of an extended leave of absence is discretionary with the School Board. However, if the School Board denies a teacher's request for an extended leave of absence, it must provide reasonable justification for such denial.

For additional detail see Chapter 13, pages M15 - M17 of the Minnesota School Board Association's Service Manual.

Section 12. Insurance Application: A teacher on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 8, Medical Leave. In the event the teacher is on paid leave from the School District under Section 1, Sick Leave, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the teacher must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 13. Credit: A teacher who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave began. No credit shall accrue for the period of time that a teacher was on unpaid leave.

Section 14. Eligibility: Full leave benefits provided in this Article shall apply only to full-time teachers. Part-time employees who are employed an average of at least twenty (20) hours per week and one hundred fifty (150) days in a school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of twenty (20) hours per week or less than one hundred fifty (150) days in a school year and substitute teachers shall not be eligible for any benefits pursuant to this Article. Exception: Pre-K and/or Kindergarten is a full year part-time contract and is included in the seniority process.

ARTICLE XI
HOURS OF SERVICE

Section 1. Basic Day: The basic teacher's day shall be eight hours. This eight-hour period may formally begin no earlier than 7:30 am or as late as 8:00 am as long as the chosen beginning time is followed by an eight-hour day. (Example: A teacher could choose to arrive at school at 7:30 am and would then be able to leave at 3:30 pm. If they choose to arrive by 8:00 am, they would not leave until 4:00 pm.) For the purposes of staff meetings and with appropriate notice, the administration reserves the ability to request any and all employees to come in at the same time. This basic eight-hour day shall include a 30-minute duty-free lunch.

Section 2. 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 district.

Subd. 1. The school district shall provide for elementary staff uninterrupted preparation time in usable blocks of at least twenty-five (25) minutes in length and totaling a minimum of two hundred seventy-five (275) minutes per five (5) day week.

Subd. 2. High school teachers teaching five (5) classes and one (1) supervisory class, shall be provided from the district one (1) class period of uninterrupted prep time per day and the passing time between classes on a regular basis.

Subd. 3 When a new student joins a class, teachers will be two (2) working days for non-resident students and one (1) working day for resident students advance notice in order to adequately gather materials and prepare for the student.

Section 3. Additional Activities: In addition to the basic school days, teachers may be required to reasonably participate in school activities beyond the basic teacher's day as is required by the school district. The normal duties for teachers include a reasonable share of extra-curricular, co-curricular, and supervisory activities, as determined by the school district.

Section 4. Due Process Time:

Subd. 1. Substitute Required and Related Services Due Process Time: Special education teachers and related services staff may request one (1) day per quarter or two (2) half-days per quarter for on-site due process time. All staff must submit their request at least seven (7) days in advance of their due process day via email to their immediate supervisor. The district will cover the cost of the substitute for staff who require a substitute to cover their caseload while taking their on-site due process day.

Subd. 2. No Substitute Found Due Process Option:

Staff who require a substitute and were unable to secure one for their due process time may request up to five (5) hours per quarter outside their regular duty day to complete their due process work. Staff will be paid at the teacher hourly rate of pay in Schedule D of the collective bargaining agreement for this additional time.

Subd. 3. Recall for Building/Student Support:

Staff who have requested and been approved for a due process day may be required to work their regular assignment and duties on the scheduled due process day based on building and/or student need as determined by the building administrator. In such cases, the staff member will attempt to reschedule the due process day. If the supervisor determines that rescheduling the due process day is not possible, the staff member will receive up to five (5) hours of due process time outside the regular duty day paid at the teacher hourly rate of pay in Schedule D of the collective bargaining agreement.

**ARTICLE XII
LENGTH OF THE SCHOOL YEAR**

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the school district shall, prior to April 1st of each school year, establish the number of school days and teacher duty days for the next year and the teacher 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. The school year for 2023-2024 shall consist of one hundred eighty-one (181) duty days, and the 2024-2025 school year shall consist of **one** hundred seventy-nine (179) duty days reducing the student contact days from one hundred seventy-two (172) to one hundred seventy (170) days.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the school district will not require teachers to make up the first or second duty day lost. For any days beyond the first or second day, the school district reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the school district shall determine, if any. Three days will be built into the calendar before the start of the school year.

Subd. 2. In the event that a teacher has a planned personal day or sick time on a day school is unexpectedly closed due to energy shortage, severe weather or other exigency, said teacher will not be charged for the usage of personal or sick time.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 1 hereof, or scheduling more than two (2) make-up days pursuant to Subd. 1 hereof, the school district shall afford to the exclusive representative the opportunity to meet and confer on such matters.

Subd. 4. If school is closed by order of the Governor, the day(s) affected by that order will not

have to be made up unless required by the Governor or Legislature.

Subd. 5. Teachers will be allowed three (3) working days following the end of each quarter to post finished grades, with the exception of quarter 4, when grades are due by the last work day.

Subd. 6. The district may use up to five (5) eLearning days in a school year. The expectations for eLearning days will be created through a committee including: principal, union representative, high school representative, and elementary representative, communicated to district families, and available on the District website before November 1st of the school year the days will be implemented.

Subd. 7. Three (3) to five (5) early release days will be built into the calendar each year to provide teachers with time to complete professional duties as determined by the teaching staff.

Subd. 8. Any in-service days that can be completed virtually while maintaining the same level of rigor as in person may be attended virtually as long as permission was granted by a direct supervisor in advance of the in-service day.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher 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 teacher, 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 their behalf.

Section 3. Definitions and Interpretations:

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 state law.

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 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 bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance from 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 teacher and the School District's designee.

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

Subd. 1 Level I: If the grievance is not resolved through informal discussions, the school district shall give a written decision on the grievance within ten (10) days.

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 five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within twenty (20) days after the meeting, the superintendent or 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 five (5) 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 twenty (20) days after receipt of the appeal. Within twenty (20) 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 Level I or Level II of this procedure provided the school board or its representative notifies the parties of its intention to review within ten (10) 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 reserve or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time period 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 teacher 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 aggrieved party, and such request must be filed in the office of the superintendent within ten (10) 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 ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.09,

Subd. 4. providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five (5) 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 Section 5, Article XII of the grievance procedure.

b) 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 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. 6. 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 them shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided by in the PELRA.

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, 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.

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 arbitrator shall not exceed 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 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 district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

ARTICLE XIV TEACHER DISCIPLINE

This article covers all teachers in the bargaining unit and is subject to the grievance procedure. Members of the bargaining unit being considered for dismissal shall be covered by M.S. 122A.40 as amended.

Section I. Disciplinary Action:

Subd 1. Action: All disciplinary action, where possible, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following:

- A. Oral reprimand, OR
- B. Written reprimand, OR
- C. Administrative Leave with pay, OR
- D. Suspension without pay, OR
- E. Withholding a salary step increment.

Subd 2. The severity of discipline chosen by the School District shall be commensurate to the seriousness of the teacher's misconduct or failure to act.

Subd 3. Reprimand: If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

Subd 4. Identifying Reprimands: Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.

Section 2. Union Representation: The school District shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline of that employee without first offering the employee an opportunity for Union representation. The school district must do so in writing prior to the questioning. A copy of such document shall be furnished to the Union president or designated representative upon request. The employee shall be advised of the nature of the allegations prior to questioning.

Section 3. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When either a suspension or a discharge is intended, the appointed authority shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 4. Removal: A written reprimand shall be removed after five (5) years, and a written record of a suspension of ten (10) or fewer days after seven (7) years from the employee's permanent personnel file, provided that no further disciplinary action has been taken.

ARTICLE XV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice to such intent no sooner than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of the preceding contract. If such notice is not timely served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) 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 teachers of the 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.

Section 3. Finality: 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: 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 provisions of this Agreement or the application of any such provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as Follows:

For:
Wrenshall Education Association

For:
Independent School District No. 100

President

Board Chairperson

Chief Teacher Negotiator

Board Clerk

Dated this ____ day of _____, 20__

Dated this ____ day of _____, 20__

Schedule A: 2023-2024

STEP	BA	BA+20	BA+30	BA+40/MA	BA+50 /MA+10	BA+60 /MA+20
1	39,780	42,585	45,153	47,722	50,291	52,860
2	40,494	44,985	47,551	50,123	52,691	55,261
3	42,534	47,384	49,955	52,521	55,089	57,659
4	45,594	50,804	52,353	54,922	57,490	60,059
5	47,634	52,184	54,740	57,322	59,890	62,459
6	49,164	54,583	57,153	59,722	62,288	64,858
7	49,164	56,983	59,550	62,120	64,689	67,259
8	49,164	59,381	61,950	64,520	67,088	69,658
9	49,164	62,799	64,352	66,921	69,489	72,058

Schedule B: 2024-2025

STEP	BA	BA+20	BA+30	BA+40/MA	BA+50/ MA+10	BA+60/ MA+20
1	40,576	43,437	46,056	48,676	51,297	53,918
2	41,304	45,885	48,502	51,125	53,745	56,366
3	43,385	48,332	50,954	53,571	56,191	58,812
4	46,506	51,820	53,400	56,020	58,640	61,260
5	48,587	53,228	55,835	58,468	61,088	63,708
6	50,147	55,675	58,296	60,916	63,534	66,155
7	50,147	58,123	60,741	63,362	65,983	68,604
8	50,147	60,569	63,189	65,811	68,430	71,051
9	50,147	64,055	65,639	68,260	70,878	73,499

Career Increment: Full-time teachers shall receive an additional annual amount at the start of their:

10th-14th year	\$250
15th-19th year	\$500
20th-24th year	\$750
25th year and thereafter	\$1,000

[Note: The credit additions at the top of the Lane columns have been changed from quarter to semester credit.]

Schedule C

POSITION	2021-2022	2022-2023
Athletic Director	\$6,888	\$6,888
Football Head	\$4,830	\$4,830
Assistant	\$3,333	\$3,333
Junior High	\$1,224	\$1,224
Volleyball Head	\$4,830	\$4,830
Assistant	\$3,333	\$3,333
Junior High	\$1,224	\$1,224
B Ball Head Boys	\$5,006	\$5,006
Assistant	\$3,453	\$3,453
Junior High	\$1,224	\$1,224
Elementary	\$673	\$673
B Ball Head Girls	\$5,006	\$5,006
Assistant	\$3,453	\$3,453
Junior High	\$1,224	\$1,224
Elementary	\$673	\$673
Baseball	\$3,107	\$3,107
Assistant Baseball	\$2,144	\$2,144
Softball	\$3,107	\$3,107
Assistant Softball	\$2,144	\$2,144
Cross Country	\$3,107	\$3,107
X/C Skiing	\$1,723	\$1,723
Track Head Boys	\$3,107	\$3,107
Track Head Girls	\$3,107	\$3,107
Cheerleading	\$1,046	\$1,046
Competition	\$916	\$916
Instrumental Music	\$1,327	\$1,327
Jazz Band	\$796	\$796
Choir	\$796	\$796
1 Act Play	\$1,060	\$1,060
3 Act Play	\$2,123	\$2,123
Assistant Play Director	\$1,465	\$1,465
Speech	\$867	\$867
Library Club	\$346	\$346
Knowledge Bowl	\$796	\$796
Future Problem Solving	\$929	\$929
Homecoming Advisor	\$306	\$306
Robotics	\$306	\$306
Math & Reading Corps Internal Coach	\$612	\$612

Class Advisors:

6th Grade	\$306	\$306
6th Grade	\$306	\$306
Sophomore	\$689	\$689
Sophomore	\$689	\$689
Junior	\$1,593	\$1,593
Junior	\$1,593	\$1,593
Senior	\$1,460	\$1,460
Senior	\$1,460	\$1,460
Science Fair	\$255	\$255
Peer Challenge	\$346	\$346
BPA	\$796	\$796
Student Council	\$796	\$796
NHS	\$796	\$796
Annual:		
as a class	\$796	\$796
outside of class	\$1,672	\$1,672
Math League:		
Sr High	\$796	\$796
Jr High Head	\$397	\$397
Jr High Assistant	\$397	\$397
AV/Communications	\$1,548	\$1,548
GSA Advisor	\$346	\$346
GSA Advisor	\$346	\$346

Schedule D

Step 3 Lane 3 (BA+30) hourly rates \$34.50 yr. 2023-2024, \$35.58 yr. 2024-2025 (effective 1/18/24)

Extra Duties Pay Scale

Playground Supervision	\$34.50	\$35.58
Jr/Sr Noon Supervision	\$34.50	\$35.58
Intra-Staff Sub Pay	\$35.58	\$35.58
Game Supervision	\$34.50	\$35.58
Computer Maintenance	\$34.50	\$35.58
Right-To-Know	\$34.50	\$35.58
Workshops, In-service, Staff Dev.	\$34.50	\$35.58
Detention	\$34.50	\$35.58
Saturday School	\$34.50	\$35.58

If scheduled and no students show up, then the supervisor receives payment for two (2) hours.

Mileage for using own vehicle	Federal rate	Federal rate
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