

## Work Session

Wednesday, April 3, 2024 6:00 PM

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

1. <b>Call to Order</b>	<b>Speaker (s) :</b> Chairperson
2. <b>Preview of Regular Meeting Agenda for March 11</b>	<b>Speaker (s) :</b> Jeff Pesta
2.a. Preview Community Education Recommendations	<b>Speaker (s) :</b> Michele Carlson
2.b. American Indian Education Aid Program Plan Review	<b>Speaker (s) :</b> Michelle Blanchard
2.c. Enrollment Projections and Consideration of Closing Grades for Open Enrollment	<b>Speaker (s) :</b> Jeff Pesta
3. <b>Committee Reports</b>	<b>Speaker (s) :</b> Chairperson
3.a. Negotiations Committee Update	<b>Speaker (s) :</b> Eric Ankrum
3.b. Raptor Sports Cooperative update	<b>Speaker (s) :</b> Mary Carlson
4. <b>Strategic Planning</b>	<b>Speaker (s) :</b> Jeff Pesta
4.a. Status Report on Consolidation Exploration	<b>Speaker (s) :</b> Mary Carlson
4.b. Update of Executive Search Plan	<b>Speaker (s) :</b> Misty Bergman
4.c. Budget Planning for Fiscal Year 2025	<b>Speaker (s) :</b> Jeff Pesta
4.d. Grant Writing	<b>Speaker (s) :</b> Mary Carlson and Ben Johnson
5. <b>Adjournment</b>	<b>Speaker (s) :</b> Chairperson

March 22, 2024

To: Wrenshall Board of Education

From: Michele Carlson: Director of Community Education

RE: Proposed pay rates CE employees

**I propose the Community Education FY 24 pay scale be:**

CE Coordinator \$19.50

Wrens Club Coordinator \$17.00

Wrens Club Adult Staff \$15.00

Wrens Club Student Workers \$12.00

School Readiness Classroom assistant \$15.00

The pay rates should be effective March 1, 2024.

I also recommend that each employee has a notice of assignment on file stating the terms of employment, earned sick and safe time, and any other benefits offered by the district.

**Proposed pay rate for FY 25**

Student Workers 13.50 /hour

Adult workers \$16.50/hour

School Readiness Classroom Assistant \$16.50/hour

Wrens Club Coordinator \$19.50/hour

Community Education Coordinator \$21.50/hour

These pay rates should be effective July 1, 2024. These rates were used in determining the FY 25 budget.

Going forward, community education employees should be handled as their own negotiation group. Employment agreements (notice of assignment) should be revisited during negotiations for other groups in the school district.

## 2024 - 2025 School Year

<b>Grade</b>	<b>Projection</b>	<b>Target</b>	<b>Variance</b>
K	23	20	+3
1	21	23	-2
2	25	23	+2
3	18	25	-7
4	25	25	0
5	25	25	0
6	21	25	-4
7	24	28	-4
8	30	28	+2

# SSP

# Student Support Professional Contract

Wrenshall School Board  
And  
Education Minnesota-Wrenshall (ESP)

July 1, 2023 to June 30, 2025

## **Article I**

### **Purpose**

**Section 1. Parties:** This Agreement is entered into between Independent School District No. 100, Wrenshall, Minnesota, hereinafter referred to as the School District and Education Minnesota-Wrenshall, hereinafter referred to as the Exclusive Representative or the Union, pursuant to and in compliance with the Public Employment Labor Relations Act (PELRA) of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for confidential, essential, supervisory personnel and Student Support Professionals.

## **Article II**

### **Recognition of Exclusive Representative**

**Section 1. Recognition:** In accordance with the PELRA, the School District recognizes Education Minnesota-Wrenshall/Education Minnesota/NEA/AFT as the exclusive representative of Title I, special education and program assistants, clerical staff and the nurse, (except for a licensed school nurse who would be in the Education Minnesota-Wrenshall teacher bargaining unit), which as the exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

## **Article III**

### **Definitions**

**Section 1. Terms and Conditions of Employment:** The “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” are subject to the provisions of PELRA.

**Section 2. School Board:** For the purpose of administering this Agreement, the term School Board or District shall mean I.S.D. # 100 or its designated representative.

**Section 3. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined in PELRA.

## **Article IV**

### **School Board Rights**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas or 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, provided it does not conflict with this contract.

**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, provided that such rights and responsibilities shall be exercised by the District in conformity with the provisions of this Agreement.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4. Reservation and Managerial Rights:** The foregoing enumeration of the board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement and reserved to the school district.

**Article V**  
**Employee Rights**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of the 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.

**Section 2. Notification:** At least forty-eight (48) hours prior to the scheduled time of any regular or special school board meeting the notice of the meeting along with a copy of the agenda shall be placed in the Union presidents P.O. Box.

**Section 3. Right to Join:** Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

**Section 4. 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 check off and the proceeds thereof shall not be allowed to any representative that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in 16 equal installments, beginning with the first pay period in October.

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

**Section 6. Notification of Assignments:** The Exclusive Representative shall be notified in writing of all Employees' assignments no later than ten (10) working days before the start of each school year and/or within ten (10) working days after their hiring. Job expectations will be posted in the staff work area for all positions in this contract.

**Section 7. Use of District Facilities and Equipment:** The District will allow the Exclusive Representative to use District facilities for meetings. Exclusive Representative members will be allowed to store Exclusive Representative materials in their rooms or work sites in a place not available to students. In addition, the Exclusive Representative shall have the right to use equipment, including duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer and word-processing equipment at reasonable times when such equipment is not in use. Any materials and supplies used will be at the expense of the bargaining unit.

**Section 8. Exclusive Representative Business:** Representatives of the Union shall be permitted to transact Union business on School District property. The School Board must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purposes of conducting the duties of the Exclusive Representative and must, upon request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. Bargaining unit business will otherwise be conducted during non-duty time (i.e. during duty free breaks, duty free lunch, or during non-compensated time).

## **Article VI**

### **Rate of Pay**

#### **Section 1. Rates of Pay:**

**Subd. 1.** The wages and salaries reflected in Schedule A, attached hereto, shall be in part of the Agreement for the period commencing July 1, 2023 to June 30, 2025. All retroactive pay shall be made within one month of the signing of this agreement.

**Subd. 2.** During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. Step movement within any classification shall occur on July 1.

**Subd. 3.** An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding salary increase shall be subject to grievance procedure.

**Section 2. New Employees:** Employees entering the District who have had applicable experience or education in other school systems or other comparable fields of endeavor may be placed on the salary schedule at a step no greater than any current employee in the same classification with equal experience.

**Section 3. Employee Classifications and Change in Classification:**

**Subd. 1.** For the purposes of salary, promotion, and benefits, education assistants shall be divided into the following categories and classifications:

Category 1: employees working less than 10 months

Class 1: Classroom Assistant

Class 2: ISS/Detention supervisor

Class 4: Library/Media Assistant

Class 5: Certified Paraprofessional Title One, Certified Paraprofessional Special  
Education

Class 6: Nursing Assistant

**Subd. 2.** Employees transferred from one classification to another shall not suffer a loss of pay as a result.

**Section 4. Substitutes:** Substitutes who are members of the bargaining unit will be paid at their current hourly rate for substitute duties for short-term daily substitution. After 10 days of substitution in the same position, the compensation shall be adjusted to the classification of the position.

**Section 5. Change of Classification Procedures:** If an employee should determine that the classification of their job no longer describes the requirements of the position, the employee shall write a letter requesting a reclassification, explaining how the job has changed or why the

classification is not appropriate. The request shall be presented directly to the supervisor/principal who shall notify the employee of his/her decision in writing within fifteen (15) days. If the district wishes, classification determinations may be accomplished by BCC (or other agency); however, the decision of BCC (or other agency) may be appealed. The School Board reserves the right to review any decision made by the principal, BCC, and/or the superintendent. Any change in compensation shall be retroactive to the date the new responsibilities and classification were assigned and effective. The decision is subject to the grievance procedure established in Article XIV of this contract.

**Section 6. Overtime:** Overtime and /or additional time worked with prior approval of the immediate supervisor will be paid on all hours worked in excess of forty (40) per week. Student Support Professionals who work outside the regular school calendar hours will be paid time and a half for the additional hours. Student Support Professionals required to supervise a teacher's scheduled classroom will receive time and a half for the time they are supervising the classroom.

**Section 7. Emergency Closing:** In the event of an emergency closing due to weather conditions or other types of emergencies, the employee shall perform duties on a day in lieu thereof, if any, as the District shall determine per District policy. However, the employee shall not suffer a loss of pay in the event that the District does not require a day's service in lieu of the emergency day. If the District schedules make up days, the days will not be scheduled outside of the normal school year calendar.

**Section 8. Student Absence:**

**Subd. 1.** In the event of the students' absence, the student support professionals assigned to an individual student shall be compensated with two hours of pay unless the employee is notified at least 24 hours prior to the absence.

**Section 9. Early Release/Late Arrival:** In the event that the start of the school day is delayed or school is dismissed early, the employee shall be compensated for the actual hours worked. When late starts or dismissals are on days that staff development is offered to the teachers, student support professionals shall be allowed to participate in the staff development or work other duties in order to maintain work hours.

**Section 10. Extracurricular Pay:** Pay for working extracurricular events shall follow the schedule as set forth in the Education Minnesota-Wrenshall teacher's Master Agreement (included

herein).

**Subd. 1.** Detention assignments. If certified teachers do not sign up to cover detention duty, then Educational Support Professionals will be allowed to sign up for this duty. If an Educational Support Professionals waits 15 minutes and the student does not appear, the Educational Support Professionals shall be paid for one half hour of their current pay rate and will be allowed to leave.

**Subd. 2.** Extra Assignments: When no one from the certified group elects to perform the following duties, members of the non-certified unit are allowed to apply for and be hired – refer to Education Minnesota – Wrenshall Teacher Master Agreement for Class C duties and pay schedule.

**Article VII**  
**Group Insurance**

**Section 1. Selection of Carrier:** The selection of the insurance carrier and policy shall be made by the School District. The level of benefits shall be negotiable.

**Section 2. Health and Hospitalization Insurance:**

**Subd. 1. Family Coverage.** The School District shall contribute a sum not to exceed \$585.30 per month during the 2023-2024 and 2024-2025 school years (12 months) for category 1 employees defined by the Affordable Care Act (ACA) as full-time, toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

If an employee, within this bargaining unit, is covered under a spouse's family health insurance plan provided by the district, the district will contribute up to \$175.00 per month toward the family monthly premium in lieu of a single coverage, not to exceed the total cost of the premium.

**Subd. 2. Single Coverage.** The School District shall contribute a sum not to exceed \$585.30 per month during the 2023-2024 and the 2024-2025 school years (12 months) for category 1 employees defined by the ACA as full-time, toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

**Section 3. Life Insurance:** The District shall provide a \$30,000 life insurance policy for each full-time employee that works ten (10) or more months. The District shall provide a \$20,000 life insurance policy for each full-time employee that works less than 10 (10) months. Part-time employees who work at least 720 hours or more will receive \$10,000 of life insurance.

**Section 4. Dental:** The School District shall contribute a sum not to exceed \$25.00 per month for full-time employees and proportionate to hours worked for part-time employees toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

**Section 5. Long-Term Disability Insurance:** The District shall obtain the most competitive income protection policy with the following conditions:

1. 60 day elimination period
2. Monthly benefits of 66 2/3 % of salary.

**Subd. 1.** Members of the bargaining unit may participate in the group at their own expense.

**Section 6. 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 7. Duration of Insurance Contribution:** An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all district contribution shall cease effective on the last day of work.

**Section 8. Eligibility:** Full benefits provided in this Article are designed for full-time personnel, defined as 2,080 hours per year for twelve (12) month employees, and as employees who work from 32 hours per week or more for nine (9) months. All part-time employees working less than 32 hours per week shall be considered part-time and shall be eligible for partial premium

payment proportional to the extent of their employment during the nine (9) month period, subject to the School District's health insurance carrier limitation.

**Section 9. Bonding and Travel expense:** Should the District require employees within the bargaining unit to handle money on behalf of the District and/or transport the same, the District shall bond such employee and pay travel expenses per IRS rates.

## **Article VIII**

### **Leaves of Absence**

#### **Section 1. Sick Leave:**

**Subd. 1.** An employee shall earn sick leave at the rate of 12.06 days for each year of service in the employ of the School District. Hours will be credited to the employee at the beginning of the school year.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of 140 proportionate days of sick leave per employee.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability that prevented performance of duties on that day or days. Sick leave will be applied pursuant to State and Federal statutes. Sick leave may also be used according to Minnesota Statutes section 181.943 for the illness of a child including adult child, spouse, sibling, parent, grandparent, or stepparent or any other relative or non-relative who stands in the same relationship with the employee as determined by the District provided the employee has unused sick leave at the time of such absence.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility for an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 6.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

**Subd. 7.** Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability. An unpaid leave for childcare purposes may be granted at the discretion of the School District.

**Subd. 8.** If an employee is unable to work due to illness or injury beyond his/her accumulated sick leave, upon a doctor's certificate, shall apply to the School District for leave of absence. Upon granting this leave of absence, it shall not result in the loss of his/her status as an employee when he/she shall have recovered sufficiently to perform his/her usual and ordinary duties.

**Subd. 9.** Catastrophic Voluntary Sick Leave Pool: student support professionals and admin support professionals may, on a voluntary basis, donate to sixteen (16) sick hours to another student support professional who has exhausted his or her accumulated sick leave, under the following conditions:

1. The affected student support professional or admin support professional 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, all bargaining members may contribute up to thirty-two (32) sick hours to the pool provided they have accumulated a minimum of one hundred (100) 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 student support professional 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, an educational support professional or 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. 10.. Earned Sick and Safe Time (ESST):**

**Subd. 1.** Effective January 1, 2024, and each fiscal year thereafter, SSP staff 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 SSP staff's accrued ESST exceed eighty (80) hours. There is no payout for unused ESST.

**Subd. 2.** ESST shall be allowed whenever a SSP staff person'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. SSP staff 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 SSP staff person 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 SSP staff person 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.** SSP staff 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 SSP staff person.

**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 2. Worker's Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 3. Bereavement:**

**Subd. 1.** A maximum of three (3) days will be granted, if necessary, for death in the immediate family of employee or spouse. This applies to attendance of a funeral up to 300 miles distance.

**Subd. 2.** A maximum of five (5) days will be allowed for attendance of a funeral over 300 miles distance, if necessary.

**Subd. 3.** The immediate family shall be defined as husband, wife, children, father, mother, brother, sister, step-parents, step-children, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living in the same household as the employee.

**Subd. 4.** The Superintendent may grant more time if necessary. Any time taken for bereavement leave will be deducted from an employee's accumulative sick leave.

**Section 4. Medical Leave:**

**Subd. 1.** An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

**Subd. 2.** A request for 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 employee is expected to be able to assume normal responsibilities.

**Section 5. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The

employee 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.

**Section 6. Credit:** An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

**Section 7. Personal Business:**

**Subd. 1.** At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal reasons. A personal day may be used for any purpose at the discretion of the employee. A written application must be made and approved before taking time off for personal business except in cases of emergency. Unused days may accumulate up to five (5) days and may be carried over to the following year not to exceed five (5) days total. A third (3) personal day shall be granted to employees who have served 2 full years in the district. An employee shall be allowed to request personal business leave by the hour, which shall be deducted from one of the employee's personal business days. No more than three (3) personal days may be used consecutively.

**Subd. 2. Deduct Days:** Deduct days will be considered after all personal business days have been used. A maximum of three (3) days will be approved without question per school year. Approval from the administration is required when additional members are requesting the same day. Any request that exceeds the maximum number of three (3) days will be made to the school board for approval.

**Section 8. Jury Duty Leave:** Leave for Jury duty shall be granted by the School District as per applicable law. The employee shall receive regular pay from the District but will sign over to the district the pay received (less reimbursement for expenses) for jury duty.

**Article IX**

**Hours of Service and Duty Year**

**Section 1. Basic Work Week:** A full-time employee's work week (Monday through Friday) shall be prescribed by the School District each year inclusive of lunch.

**Section 2. Basic Work Year:** The regular work year shall be prescribed by the School District

each year for regular employees.

**Section 3. Part-Time Employees:** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for less than that of the regular employees.

**Section 4. Starting Time:** All employees will be assigned starting time as determined by the School District. Contracted work hours will be limited to one hour before the student day and one hour after the student day.

**Section 5. Lunch Period:** Employees shall be provided a duty-free lunch period of at least thirty (30) minutes. Any employee directed to work by their supervisor (except 40 hour per week employee) during their normal duty-free lunch period because of staffing concerns, emergencies, medical issues, or other circumstances shall be paid for that thirty minutes at his/her normal rate of pay.

**Section 6. Break Period:** Employees who work at least three (3) consecutive hours in the same assignment during the morning or afternoon sessions are entitled to a paid break period not to exceed fifteen (15) minutes per session. The specific time of the break period is to be arranged between the employee and principal.

**Section 7.** Employees will be granted 16 hours of professional development per year on a scheduled early release day or other times as designated by the Superintendent. All employees will be required to attend and no personal day use will be allowed except by special permission of the Superintendent.

**Section 8. Optional Professional Development** – During half day work time for licensed staff, Student Support Professionals will be allowed to voucher for time spent on professional development. The training or learning opportunities chosen must be pre approved by the administration prior to the half day.

**Subd. 1.** - Student Support Professional staff will be allowed to voucher and attend staff development that is offered for licensed staff on approval of an administrator.

**Section 9. Medical Assistance Billing Time.** Any Student Support Professional who works with a student receiving eligible services will be allotted fifteen minutes per work day to allow time to bill for services provided. If fifteen minutes is not possible, the employee will be allotted a forty-five minute clock of time each week to bill for services provided during the week.

**Remote Learning.** In the event that the district creates a remote learning plan, SSP members will be able to support education and learning during remote learning days. Employees will be able to support either classroom teachers in their preparations for remote learning or directly communicate with a student who needs support. The administration will be able to assign duties or staff development opportunities for SSP members to work on during the remote learning period.

## **Article X**

### **Holidays**

**Section 1. Paid Holidays:** Regular ten (10) month or more employees shall be granted the following paid holidays:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- Juneteenth
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Regular twelve (12) month employees shall be granted the following paid holidays:

New Year's Eve Day	Independence Day
New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Juneteenth	

**Section 2. Weekends:** Holidays that fall on weekends will be observed on a day established by the School District.

**Section 3. Work on a Holiday:** Employees required to work on any holiday when school is not in session shall receive one and one-half (1-1/2) times their regular rate of pay for all hours

worked, in addition to their holiday pay.

## **Article XI**

### **Vacations**

**Section 1. Benefits:** Twelve (12) month employees shall earn vacation on the following basis: (one week equals 5 weekdays)

Five (5) days after one (1) year

Two (2) weeks after two (2) years

Three (3) weeks after five (5) years

Four (4) weeks after fifteen (15) years

Five (5) weeks after twenty (20) years

**Section 2. Notice:** In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Request for vacation time must be submitted to the Superintendent's office at least three weeks prior to using vacation time. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority.

**Section 3. Holidays:** If a holiday falls in the vacation period, the holiday shall not count as a day of vacation.

**Section 4. Carryover:** The maximum carryover of vacation from one year to the next shall be ten (10) days. Any unused vacation days beyond the ten (10) remaining on June 30 shall be forfeited.

**Section 5. Terminated service:** When an employee's services are terminated with the District, accumulated vacation (pro-rated of time worked in the year) shall be paid for at the employee's hourly rate of pay.

## **Article XII**

### **Discipline, Discharge, and Probationary Period**

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay,

discharge, or otherwise discipline such employee; and during this probationary period the employee or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**Section 2. Probationary Period, Change of Classification:** In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in a new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharge only for cause.

### **Article XIII**

#### **Seniority, Layoff, Recall, and Reassignment**

**Section 1. Factors Affecting Layoffs:** The District shall consider the following factors in determining reassignments and layoffs.

Seniority: In the event it is necessary to reduce the work force, Members shall be laid off in the inverse order of their seniority, first in the same job title within the district, second in the same job classification within the district, and third in a lower classification within the district.

Assignments: The District will attempt to maintain comparable pay levels, hours, and months worked. The Member must have the necessary qualifications/certifications required for the reassignment at the time of reassignment. The employer shall provide appropriate familiarization/refresher training and/or work direction for the reassigned position.

**Section 2. Seniority Roster:** A separate seniority roster will be maintained for non-probationary unit Members based on employment dates or adjusted employment dates, whichever is applicable. The seniority rosters will be adjusted and published each year. Adjustments will be made current to the first of the month preceding sending of layoff notices for Members

affected by reassignments and layoffs.

**Subd. 1.** Seniority is based on the effective date of hire by the School Board. The date shall remain the same based on continuous service, without regard to changes in classification or hours. In a case of identical dates, the first day of continuous service shall be the tiebreaker.

**Section 3. Reassignment:** Reassignment will be based on seniority, qualifications and assignments commencing with the most senior person affected by a position reduction or position termination in the highest classification.

**Section 4. Job Vacancies:** Job vacancies will be filled from the ranks of the unit, whenever possible. Employees who have been laid off will be given first consideration. Recommendations will be made by the Administrator, based on seniority, ability, competence, and will be at the discretion of the Board. Positions may require CPR training, first aid training, computers/typing skills, etc. If all employees applying for the job are qualified for the work, the most senior employee will be promoted/hired.

**Section 5. Restrictions:** Any Student Support Professionals assigned to an individual student only, whose position is eliminated during the regular school year, shall not be eligible for reassignment to a position held by another Member of the bargaining unit during the regular school year. Such Member shall be reassigned following the end of the regular school year, subject to the provisions of this Article.

**Section 6. Factors Applying to Laid-Off Members:**

**Subd. 1.** Seniority will not accrue and fringe benefits will not apply during lay-off.

**Subd. 2.** Payment for unused sick leave is not allowed, but unused leave will accrue to laid off Members upon recall.

**Subd. 3.** Bargaining unit members shall be recalled in order of seniority for a position within the same job classification for which the Member is qualified. In instances of equal seniority dates, the first day of continuous service shall be the tiebreaker. For open positions of a different classification, the laid off member will receive first consideration as long as the member has the qualifications for the position.

**Subd. 4.** Bargaining unit members on a lay-off status shall have the personal responsibility to keep the District Office informed of their address for the purpose of a

recall notice. The District Office will send notice of recall by certified mail, return receipt requested. The notice shall include the date of return to employment and the job classification of the vacancy. Bargaining unit members who fail to accept employment within fifteen (15) calendar days, as notified shall be considered to have resigned.

**Subd. 5.** Laid-off bargaining unit members will be permanently terminated after twenty-four (24) months from date of layoff.

**Subd. 6.** Recall Listing: Those bargaining unit members on a recall list will be put on a substitute list to be called in case of absent employees, provided they are qualified to do the job.

## **Article XIV**

### **Grievance**

### **Procedure**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by an ESP resulting in a dispute or disagreement between the ESP 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 ESP, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

### **Section 3. Definitions and 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 week days 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, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4.** Filing and Postmark: The filing or service of any notice or document herein shall be timely if it 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 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 ESP and the School District's designee.

**Section 5. Adjustment of Grievance:** The school district and the ESP shall attempt to adjust all grievances which may arise during the course of employment of any ESP 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 ESP may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the ESP 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 denovo.

**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 him 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 XV**

### **Public Obligation**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract, neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or part from full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties shall agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

## Article XVI

### Severance Pay

**Section 1.** An employee who works 1,000 hours or more per year upon retirement shall receive \$60.00 per day of accrued unused sick leave to a maximum of sixty (60) days. In addition, they will receive a lump sum payment of \$3,000. An employee who works less than 1,000 hours per year upon retirement shall receive \$40.00 per day of accrued unused sick leave to a maximum of sixty (60) days. In addition, they will receive a lump sum payment of \$1,500.

**Section 2.** In order to be eligible for the above stated severance pay, an employee must be at least 55 years of age and have worked within the District for at least fifteen (15) years.

**Section 3.** A payment of the amount calculated in Section 1 above, shall be made to the retired Member's account in the Post Retirement Health Care Savings Plan (PRHCSP) managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the Member's retirement. If an individual meets the criteria of exemption from the PRHCSP according to MSRS, the lump sum shall be placed into a 403(b) of the individual's choice.

**Section 4.** In the event of an employee's death, (after resignation but prior to the district submitting payment to the Minnesota State Retirement System) said benefit shall be paid to the employee's beneficiary. If no beneficiary has been named, payment shall be made to the employee's estate.

**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 student support professional cap of \$20,500 on District contributions. As of September 1, 2008, yearly matching amounts paid by the District shall be limited to a maximum amount as shown:

Years	Maximum Match Per Year
3-9	\$500.00
10-14	\$600.00
15-20	\$700.00

District matching amounts shall match employees contribution on a dollar for dollar basis up to the applicable maximum amount allowed under this agreement.

## **Article XVII**

### **Duration**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on its date of execution through July 1, 2023, to June 30, 2025, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for 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 circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

Schedule A

2023-2024

CLASS	Hire Rate	1	2	3	4	5
1	\$10.59	\$11.01	\$11.41	\$11.80	\$12.23	\$12.63
2	\$12.56	\$13.04	\$13.50	\$13.96	\$14.45	\$14.90
3	\$14.23	\$14.80	\$15.41	\$15.97	\$16.55	\$17.14
4	\$16.15	\$16.80	\$17.41	\$18.09	\$18.63	\$19.36
5	\$17.06	\$17.79	\$18.47	\$19.17	\$19.89	\$20.57
6	\$17.85	\$18.58	\$19.34	\$20.12	\$20.86	\$21.63
7	\$18.37	\$19.18	\$20.02	\$20.82	\$21.63	\$22.46

2024-2025

CLASS	Hire Rate	1	2	3	4	5
1	\$10.80	\$11.23	\$11.64	\$12.04	\$12.47	\$12.88
2	\$12.81	\$13.31	\$13.77	\$14.23	\$14.74	\$15.20
3	\$14.51	\$15.10	\$15.71	\$16.29	\$16.89	\$17.49
4	\$16.47	\$17.14	\$17.76	\$18.45	\$19.00	\$19.75
5	\$17.40	\$18.14	\$18.84	\$19.56	\$20.29	\$20.98
6	\$18.21	\$18.96	\$19.73	\$20.52	\$21.28	\$22.06
7	\$18.73	\$19.57	\$20.42	\$21.24	\$22.06	\$22.90

Career Increment: Full –time employees shall receive an additional annual amount:

Years	Additional Amount Per Year
3-9	\$500.00
10-14	\$600.00
15-19	\$750.00
20+	\$800.00

**One year 2023-2024 lump sum** of \$250.00 to be used however the employee would like to receive the money. Each employee must inform the district office how they would like to receive this money by written request within 14 days of the board approving the contract.

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

Education Minnesota-Wrenshall

Board of Education

Educational Assistants

Independent School District No. 100

And School Related Personnel

By \_\_\_\_\_

By: \_\_\_\_\_

President

Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Head Negotiator

Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Carlton-Wrenshall Cooperative  
Agreement**

**FOR MINNESOTA STATE HIGH SCHOOL  
LEAGUE ACTIVITIES**

**DRAFT**

**INCLUDING JUNIOR HIGH  
ATHLETICS and Co-Curricular  
Activities**

**February 2024**

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# **CARLTON-WRENSHALL RAPTORS COOPERATIVE AGREEMENT FOR MINNESOTA STATE HIGH SCHOOL LEAGUE ACTIVITIES INCLUDING JUNIOR HIGH ATHLETICS AND THE IDENTIFIED CO-CURRICULAR ACTIVITIES.**

This Agreement is between the Independent School District #93, Carlton, MN and Independent School District #100, Wrenshall, MN to provide a sports and co-curricular cooperative based on the rules and regulations of the Minnesota State High School League under the name of the "Carlton-Wrenshall Raptors".

**MISSION STATEMENT:** The purpose of the Carlton-Wrenshall activity cooperative is to provide a comprehensive and balanced activity program that will provide more opportunities and experiences for our students that either school may not be able to provide individually.

The mission of each School Board is to provide educational based athletic programs to teach sportsmanship, teamwork, respect, responsibility, and achievement in a safe and diverse environment. The School Boards are also committed to providing a variety of athletic activities that best meets the needs of our students and be fiscally responsible to our Districts.

## **SECTION 1 DEFINITIONS**

Throughout this Agreement the following definitions shall be used and interpreted as defined:

**Cooperative Committee:** The term "Cooperative Committee" refers to a joint meeting of School Board Representatives from both Carlton & Wrenshall School Districts, Superintendents and Athletic Director will serve as ex officio members.

**Administration:** Shall mean the position of Superintendent in Carlton School and Wrenshall School.

**Administrative Host:** As an Administrative Host of a cooperative sport, the school's responsibility shall be:

Providing a game-ready facility and/or practice facilities as defined in Section IX "Practice and Game Sites for the sport (if applicable); (See exception below)

- A. Provides maintenance for said facilities;
- B. Provides all equipment necessary for games and/or practice;
- C. Hires and terminates coaches for the sport;
- D. Pays all bills for the sport;
- E. Fields all complaints for the sport, and
- F. Establish annual game schedules.

## **SECTION II ADMINISTRATIVE MANAGEMENT**

2.1 For the duration of this Agreement, the Carlton School District, (ISD #93), hereinafter referred to as "Carlton" will be the Administrative Host for the sports under its supervision; and the Wrenshall School District (ISD #100), hereinafter referred to as "Wrenshall" will be the Administrative Host for the sports under its supervision.

2.2 The Carlton School Board and the Wrenshall School Board shall officially act on all matters relative to the terms and conditions of this Agreement. A Cooperative Committee shall function as a review body for the purposes of reviewing operational issues and make recommendations to the Administration of each school. The findings and recommendations will then be presented to each respective School Board for action.

2.3 The Cooperative Committee will meet as needed. The chair/co-chairs will schedule the meeting with sufficient notice as to allow the Athletic Director and Principals to communicate to students, parents and coaches the expectations for the upcoming year. (ie: prices and athletic fees, budgets, etc).

The following format shall be used for the Cooperative Committee Meetings:

- A. Meeting Location: Alternate between schools
- B. Three (3) members from each School Board.
- C. The meeting location shall provide: adequate room and accommodations, person to take formal minutes; agenda (in conjunction with all members).
- D. Co-Chairs of the meeting shall be determined by the members of the committee.
- E. Recommended changes to the "Carlton-Wrenshall Cooperative Agreement" must be sent back to each school district for a majority vote of the school board.

## **SECTION III FISCAL MANAGEMENT**

3.1 For the duration of this Agreement, Carlton will be the Administrative Host for the sports defined in Section 7.2 of this Agreement and Wrenshall will be the Administrative Host for the sports defined in Section 7.2 of this Agreement.

3.2 Responsibilities of each Administrative Host will be to make payment of all valid claims and bill the other district for the share of the costs subject to this Agreement. Each district will be responsible for purchasing equipment and supplies needed to host games, events, and practices. The Host site will be responsible for determining who gets paid at events held at the host site.

3.3 Each School District will have the responsibility to pay their separate internal administrative costs, facility construction costs, and maintenance costs of its sports facilities (i.e. MSHSL school membership and team registration, Athletic Director compensation and expenses; custodial and maintenance expenses; supervisors; teacher substitutes; band directors; utilities, storage, practice and game locker rooms).

3.4 It is the responsibility of both Administrative Hosts to retain fiscal management of those expenses which are to be shared between the School Districts, which shall include the following: coaches' salaries and benefits, supplies including supplies purchased from the MSHSL and equipment relative to a specific sport; officials; event workers; athletic dues and memberships; entry fees; laundry costs.

3.41 Cost of admissions and passes shall be the same for both districts. All revenue will be split 50/50. Passes given in one district will be honored in the other.

3.5 Transportation costs will be split 50/50 between the districts. The Administrative Host is responsible for arranging transportation for the sports they are hosting. The Athletic Director shall be responsible for the coordination of the schedules.

3.6 Any and all cash receivables will be deposited by the Administrative Host immediately upon receipt. All bills will be approved by the Administrative Host's School Board.

3.7 An annual budget for all programs within the jurisdiction of the sports cooperative shall be developed by each Administrative Host and presented to the Cooperative Committee prior to the start of the school year. Changes to budgets must be reviewed by the cooperative committee and approved by both school boards.

3.8 Shared Costs. Carlton and Wrenshall share the costs based on the following formula:

1. Any costs shall be shared 50/50. Superintendents from both schools must be aware and in agreement of the shared cost before moving forward with any purchases that exceed student activity accounts and/or annual team budget amounts.

3.9 Failure to pay their portion of costs associated with the cooperative agreement over the course of one fiscal year would waive the September 1st requirement to dissolve this agreement listed in section 18.1 of this agreement.

3.10 Fundraisers: Fundraisers, other than concession stands, conducted by a Cooperative Activity must be approved by the Athletic Director of the Administrative Host before the fundraiser begins. Coaches must indicate what they plan to sell, what the money will be used

for, and what expectations they have for the students involved.

#### **SECTION IV LIABILITY INSURANCE**

Nothing contained in this Agreement shall relieve any party to this Agreement from liability for its negligence or that of its officers, agents, and employees. Each party shall carry liability insurance in the amount of not less than amounts required by law. The policy shall name the officers, agents and employees of the other party as named insureds. Each party shall provide the other party with a certificate evidencing such insurance coverage on an annual basis.

#### **SECTION V ELIGIBILITY**

5.1 Eligibility requirements shall be minimally set by the Minnesota State High School League.

5.2 Should the members of the Cooperative wish to add requirements above those established by the Minnesota State High School League, those requirements will be mutually arrived upon and approved by the Cooperative Committee.

#### **SECTION VI ATHLETIC DIRECTOR/PROGRAM MANAGEMENT**

6.1 There will be one Athletic Director shared by both school districts beginning July 1, 2024.

6.2 The Athletic Director will provide guidance, direction, supervision and support for the programs within their scope of responsibility.

6.3 The Athletic Director will evaluate all head coaches on a yearly basis. Head coaches will evaluate all other program coaches on a yearly basis.

6.4 All head coaches shall be appointed through the process of application, team interview and recommendation to the School Board of the School District which employs the head coach for the specific sport, for final approval.

Internal candidates for coaching positions will be given an interview.

6.5 Coaching renewal contracts are annual appointments based on the recommendation of the Athletic Director. Must be approved by each school board.

6.6 Non-Renewal of Coaches Contracts: The Athletic Director shall conduct an end of season interview/evaluation of all head coaches. The Athletic Director would recommend non-renewal of

a coach's contract at a Cooperative Committee meeting. The Administrative Host School Board will officially take the action of a non-renewal of a coach's contract at the next scheduled School Board meeting with a show of support from the other School Board.

6.7 Carlton coaches who are members of the Carlton bargaining unit will be paid according to Carlton's Schedule C Contract. Wrenshall Coaches who are members of the Wrenshall bargaining unit will be paid by Wrenshall's Schedule C Contract. Any coaches/advisors who are not an immediate employee of either district, shall be paid by the host district for that sport/activity.

## **SECTION VII COOPERATIVE EVENTS**

7.1 The following activities listed below are within the jurisdiction of the Cooperative:

7.2 Administrative host designation.

**Wrenshall:** Football, Raptors Cheer, Boys' and Girls' Track, Baseball, Boy's Basketball.

**Carlton:** Softball, Girl's Basketball, Volleyball, Boys' and Girls' Cross Country.

7.3 Students from each school shall have an equal opportunity to try out. Coaches and advisors are expected to hold preseason open meetings at each school to meet with interested athletes and parents to encourage participation.

7.4 Co-Curricular Activities will be combined as soon as possible.

## **SECTION VIII GAME SUPPORT SERVICES**

8.1 Game supervision and support shall be the responsibility of the Administrative Host.

8.2 Supervision of participants while being transported to and from practice and game sites shall be the responsibility of the school providing the transportation unit.

8.4 Violations of code of conduct shall be reported to the respective building Principal.

## **SECTION IX PRACTICE AND GAME SITES**

9.1 For fiscal year 2024, practice and game sites shall be as listed below.

**Volleyball** -practices in Carlton, games in Carlton

**Football** - practices in Wrenshall, games in Carlton.

**Cross Country** - practices in both districts, potentially hosting meets at some point.

**Girls Basketball**- practices at Carlton, games in Carlton

**Boys Basketball**- practices at Wrenshall, games in Wrenshall

**Softball** - practices and games at Chub Lake.

**Baseball** - practices and games at Chub Lake.

**Track** - practices in both districts, no home meets.

9.2 For fiscal year 2025, practice and game sites shall be as listed below:

**Volleyball** - practices in Wrenshall, games in Wrenshall.

**Football** - practices in Wrenshall, games in Carlton.

**Cross Country** - practices in both districts, potentially hosting meets at some point.

**Girls Basketball**- practices at Wrenshall, games in Wrenshall.

**Boys Basketball**- practices at Carlton, games in Carlton.

**Softball** - practices and games at Chub Lake.

**Track** - practices in both districts, no home meets.

9.3 Practice and game site location shall change every year for volleyball, girls basketball and boys basketball.

## **SECTION X TEAM NAME AND COLORS**

10.1 The teams shall be called the Carlton-Wrenshall Raptors

10.2 The team colors shall be blue and orange.

10.3 The team song shall be determined at a later date.

10.4 The Cooperative Committee will approve measures to regularly inform and remind the media and game announcers of the team name "Carlton-Wrenshall," at respective athletic sites.

## **SECTION XI BANDS**

11.1 The districts will attempt to form a pep band with volunteers from both School Districts.

## **SECTION XII EQUIPMENT**

12.1 All equipment shall be pooled and accounted for on a common inventory system. Values for equipment shall be identified. Such inventory and value/depreciation records shall be maintained and updated by the varsity coaches and provided to Athletic Director and in accordance with the Administrative Host district's business manager and audit practices.

12.2 All equipment and uniform purchases must meet Raptor branding guidelines and must be approved by the Athletic Director prior to purchase.

## **SECTION XII CONCESSIONS**

13.1 The Administrative Host determines concession procedures/protocols for the event. If the host school can not find concession volunteers, they will offer it to the other school. If the other (non-host) school is able to run the concession stand, it will operate under the procedures/protocols of that (non-host) school.

## **SECTION XIV RESOLUTION OF DISPUTES**

14.1 Refer to "Raptors Communication Flow Chart" approved by both school boards.

## **SECTION XV COMMON LETTER, CERTIFICATES & LETTER JACKET COLOR SCHEME**

15.1 Letter winners will receive a common letter certificate. The letter on the letter jacket shall be "CW".

## **SECTION XVI DUPLICATE TROPHIES**

16.1 When Cooperative sponsored athletic teams win Sub-Section, Section, State, or Polar League trophy awards, the Athletic Director shall assure that a duplicate trophy is purchased and further act to distribute such trophy to each school district within three (3) months after the end of the season.

## **SECTION XVII TRANSPORTATION**

17.1 All transportation costs for practices, home games held at the other school, and away games will be split evenly between both districts.

17.2 All safety and capacity regulations will be followed at all times by both districts.

17.3 Transportation will be arranged by the Administrative Host's Athletic Director.

17.4 All students will be offered transportation via school bus or school vehicle to and from the schools for practice and home games held at the other school. All students will be required to ride the bus to and from away games. Exceptions must be approved ahead of time by the Athletic Director or the Head Coach. We must receive a signed document from a parent or legal guardian. Only athletes and coaches may ride the school bus.

17.5 Both schools shall keep detailed records of payments made for drivers.

17.6 Overnight Trips: Coaches will be expected to provide the Athletic Director with an itinerary for all overnight trips at least three (3) days prior to departure. The itinerary will include the following: Departure date and time, hotel information, meal plans/schedules, performance schedules, and potential arrival times. The itinerary must be approved by the Athletic Directors before departure and should be shared with parents of participating students. Overnight/Out of state trips and camps must be approved in advance by both School Boards.

## **SECTION XVIII TERM OF AGREEMENT**

18.1 The term of this Agreement shall be continuous unless one party so determined to terminate such Agreement by majority action of its school board and only when written notice is presented to the participating School District by September 1st of the year preceding the termination school year. Such termination shall be governed or modified in compliance with Minnesota State High School League regulations or legislative mandates.

## **SECTION XIX AMENDMENTS**

19.1 This Agreement may be altered, amended or repealed and new provisions may be adopted by a majority vote of each School Board at any regular or special meeting.

19.2 Should any provision of this Agreement be found unlawful, the other provisions shall remain in full force and effect by doing so, the purpose of this provision(s) taken as a whole can be operative. Should any provision be found unlawful, the provision shall be amended so that the provision is lawful.

**Chair, Carlton School Board**  
**Chair, Wrenshall School Board**

**Clerk, Wrenshall School Board**  
**Clerk, Carlton School Board**

**Date:**

**Date:**



# Wrenshall Public Schools

Superintendent- Jeffrey Pesta  
Principal- Michelle Blanchard

Dear Carlton School Board:

During the Wrenshall School Board's study session on July 25th, 2023 our superintendent, Dr. Jeff Pesta, identified six paths forward for Wrenshall School. One of those options was consolidation. During the conversation that followed, it became clear that our board would like to re-engage with the Carlton School District on consolidation.

During that meeting, Vice Chair, Mary Carlson was tasked with writing this letter. A draft of the letter was reviewed by the board on August 2nd during our Committee of the Whole meeting. Before signing this letter on August 7th, our board voted unanimously (6-0) in favor of seeking a consolidation meeting with Carlton.

We are asking the Carlton School Board to vote on joining Wrenshall in a discussion on potential consolidation. We propose that we hold a joint meeting of both full boards. During that meeting we hope to listen to the community on the topic of consolidation and discuss how potential consolidation negotiations might move forward.

We recognize that there is a long history of failed consolidation efforts between the districts, but we feel confident that it is time. Our sports co-op is actively demonstrating how well these districts can work together. Consolidation will allow our districts to better serve our students and community.

There are many details that will need to be worked out, but we hope that we can all meet soon to discuss this important topic. If you have questions, you may reach out to our superintendent or our Vice Chair.

Sincerely,

The Wrenshall School Board

Nicole Krisak  
Board Chair

Mary Carlson  
Vice Chair

Eric Ankrum  
Treasurer

Ben Johnson  
Clerk

Alice Kloepper  
Director

Misty Bergman  
Director



# Wrenshull Public Schools

Superintendent- Jeffrey Pesta  
Principal- Michelle Blanchard

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September 11th, 2023

Dear Carlton School Board,

We appreciate your prompt response to our invitation to meet regarding consolidation of our districts. On August 29th, our board considered your response at our work session and we once again tasked our Vice Chair Mary Carlson to draft a letter responding to you. We unanimously approved that letter on September 11th.

During our work session, Superintendent Pesta laid out a "win-win" negotiation strategy. We all strongly agree that as we re-enter negotiations for consolidation that both districts have so much to gain through this merger. We also recognize that the formal 2019 survey of members of our districts strongly supported our boards finding a path to consolidation with 81% of both districts favoring consolidation. An informal poll conducted this month by a Facebook group, which is run by a Carlton parent, found that 95% of respondents favor consolidation.

Our Raptor sports cooperative is an example of pairing that holds great promise for providing our students with equitable and expanded opportunities. We believe that consolidation would provide the same benefits in the classroom.

As public servants, one of our many jobs is to be fiscally responsible. We believe that both of our communities support exploring all fiscally responsible options for sharing, pairing, or consolidation between ISD 100 and ISD 93. While we are open to one campus located at South Terrace, it would be fiscally irresponsible to take all other options off the table without comparing costs and considering how the other two buildings would be used or carefully decommissioned. Surplus school buildings not strategically repurposed may be attractive to private or charter schools. New competition for enrollment may hinder the strategic goals of a consolidated district.

In order for us to understand how South Terrace might be a great fit for a one campus location, we also need a better understanding of the current school and your thoughts on how the campus might be designed. Likewise, the Wrenshull School has undergone significant improvements over the last several years that we would like to show you.

Therefore, the Wrenshall School Board invites our neighbors from Carlton to join us on a tour of all three school sites. We believe that a collective understanding of the features and ultimate value of each campus could lay the foundation for practical cooperation. We believe this is a practical action which our constituents expect from our collective leadership.


As you consider this, we hope you will remember that our public is asking that we find a path forward. Consolidation is the best way to be fiscally responsible while also better serving our staff and students.

Sincerely,

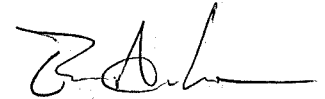
The Wrenshall School Board



Nicole Krisak  
Board Chair



Mary Carlson  
Vice Chair



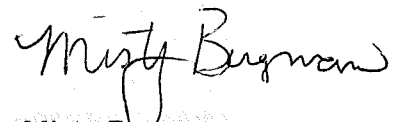
Eric Ankrum  
Treasurer



Ben Johnson  
Clerk



Alice Kloepfer



Misty Bergman



# Wrenshaw Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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## 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.



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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## Fiscal and Human Resources Timeline DRAFT: FY24-25

October 15 - Confirm and post teacher seniority lists.

January 15 – Deadline for filing of licenses impacting status for Unrequested Leaves of Absence (ULA).

January 15 – Joint recommendation from Administration and Ed MN-Wrenshall on any possible retirement incentives.

January 15 – Completion of at least one Meet and Confer session with Ed MN-Wrenshall.

January 18 – School Board reviews budget timeline and sets budget meeting schedule.

January 18 – First opportunity to ratify licensed staff and ASP master agreements.

February – Negotiate Principal and ESP Master Agreements.

February – Request for proposals for FY24 Audit.

February 7 – Board identifies proposed budget assumptions for FY25.

February 13 – Resolution directing administration to make recommendations for possible staff or program reductions.

February 13 – Present 2024-2025 school year calendar to the Board for approval.

February 13 – Administration presents revised budget projections FY24 and capital outlay recommendation for FY25,

March 1 – Deadline for notification of return from teacher Leaves of Absence (LOA) in FY25.

March 1 – Administration develops preliminary budget proposal for FY25.

March 6 – Preliminary staffing grid and right-sizing plan presented at work session

March 6 – School Board work session to preview preliminary budget for FY25.

March 30 – Administrative recommendations due regarding probationary staff eligible for continuing contract.

April 1 – Deadline for notification of teacher intent to retire.

April 8– School Board approves revised budget for FY24.

April 8– Any program reductions or other right-sizing actions for FY25 on board agenda.

April 8 – Goal for probationary staff renewal and non-renewal notices (consent agenda) or ULA.

April 8 – Approve staffing allocations for FY25.

April 10– Goal for posting any anticipated vacancies for FY25.

May 6 – Goal for School Board to approve final budget for FY25.

May – Preliminary paraprofessional staffing assignments for FY25.

May – Master schedule drafts completed.

June 10 – Special education staffing, paraprofessional assignment notices and service contracts approved.

June 10 – Back up date for final budget approval for FY25

June 1 – Deadline for notification of ULA.

June 10 – Approve and submit 10-Year Long Term Facilities and Maintenance (LTFM) Plan.

June 30 – Final deadline for non-renewal of probationary staff.



# Wrenshull Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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June 30 – Negotiations Strategy for expiring AFSCME master agreement, unless notice to negotiate is received earlier.

June 30 – Final deadline for receiving resignations or LOA requests from continuing contract staff.

June 30 – Final accrual of ESSER Funds for Tutoring & Enrichment Program.



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

February 13, 2024

## Staffing Right-Sizing Parameters FY25

\* Article VIII of the Ed MN – Wrenshall Master Agreement in effect for FY25

### 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.

	<b>Adopted24</b>			<b>Proposed Revised24</b>		
	Revenues	Expenses	Surplus (Deficit)	Revenues	Expenses	Surplus (Deficit)
General Fund						
Fund 1 General	4,627,365	4,396,867	230,498	5,026,268	4,751,183	275,085
Fund 3 Transportation	238,642	408,800	(170,158)	245,050	440,335	(195,285)
Fund 5 Capital Expenditures	148,808	148,808	-	151,160	199,729	(48,569)
<b>Total General Fund</b>	<b>5,014,815</b>	<b>4,954,475</b>	<b>60,340</b>	<b>5,422,478</b>	<b>5,391,247</b>	<b>31,231</b>
Food Service Fund	189,515	229,515	(40,000)	203,647	209,827	(6,180)
Community Service Fund	154,277	160,370	(6,093)	150,287	141,490	8,797
Building Construction Fund	10,000	10,701	(701)			-
Debt Service Fund	979,145	945,120	34,025	970,086	945,120	24,966
	<b>6,347,752</b>	<b>6,300,181</b>	<b>47,571</b>	<b>6,746,498</b>	<b>6,687,684</b>	<b>58,814</b>
Net Change in Surplus (Deficit)						11,243

**Changes:**

**Revenues**

Shared time	9,196
Unemployment	29,534
Gen Ed Aid	48,250
MA	9,000
MISC Tax payments (already received)	21,000
Telecom Equity	(3,500)
Interest Income	35,000
SPED Aid (due to cross subsidy increase)	175,000
Endowment fund(already received)	4,000
REAP- Actual	3,928
Tuition- Other Districts (already received)	24,647
Tuition- Out of State (already received)	16,400
Deed (received)	3,300
Donations (based on actual)	13,000
Participation Fees/Gate receipts (based on actual)	12,000
Other miscellaneous changes	(2,009)
<b>Total increase</b>	<b>398,746</b>

**Expenses**

Wages & Benefits	132,166
Chromebooks	24,000
Citon	53,500
Reimburse to MN Dist	12,000
Legal Fees	(18,000)
Speech services	60,000
Floor Scrubber	4,600
Bond Interest	7,500
Title IV Inst supplies	(4,000)
PSEO	20,000
CE, Facilities Services	19,000
Bus Lease/Interest	20,281
Van	25,869
LTFM- Outstanding Building Construction	42,250
Staff Development	(6,628)
Other miscellaneous changes	(5,035)
<b>Total Increase</b>	<b>387,503</b>
Net increase (decrease)	<b>11,243</b>

**Assumptions:**

Revised24 Budget calculated using 338 ADM (373 Pupil Units)

Updated 4/1/2024

## Updated Expected Fund Balance Projection FY24:

<b>01 General Fund</b>		30-Jun-23	Revenue	Expenditure	30-Jun-24
Operating Capital	\$	6,064.00	\$ 87,642.00	\$ 75,000.00	\$ 18,706.00
LTFM		73,832.00	63,518.00	128,700.00	8,650.00
Medical Assistance		38,512.00	13,000.00	30,660.34	20,851.66
Gifted & Talented			4,849.00	4,735.00	114.00
Learning & Development			68,244.00	34,678.00	33,566.00
Student Activities		40,870.00			40,870.00
Safe Schools		(189.00)	13,100.00	13,100.00	(189.00)
Staff Development		34,808.00	-	18,004.00	16,804.00
Basic Skills		52.00	392,022.00	392,022.00	52.00
Non-spendable		4,100.00			4,100.00
Assigned		21,271.00	19,978.00	26,616.00	14,633.00
Unassigned		(62,960.00)	4,760,125.00	4,667,731.66	29,433.34
<b>Total General Fund</b>		<b>156,360.00</b>	<b>5,422,478.00</b>	<b>5,391,247.00</b>	<b>187,591.00</b>

<b>02 Food Service</b>		30-Jun-23	Revenue	Expenditure	30-Jun-24
Unassigned		-		\$	-
Restricted/Non-spendable		30,171.00	203,647.00	209,827.00	23,991.00
<b>Total food service</b>		<b>30,171.00</b>	<b>203,647.00</b>	<b>209,827.00</b>	<b>23,991.00</b>

<b>04 Community Service</b>		30-Jun-23	Revenue	Expenditure	30-Jun-24
Community Education		(11,710.00)	52,354.00	51,197.00	(10,553.00)
ECFE		298.00	28,620.00	-	28,918.00
School Readiness/Pathways		26,844.00	62,230.00	78,759.00	10,315.00
Restricted		3,133.00	7,083.00	1,284.00	8,932.00
<b>Total community services</b>	\$	<b>18,565.00</b>	<b>150,287.00</b>	<b>131,240.00</b>	<b>37,612.00</b>

<b>07 Debt Service</b>		30-Jun-23	Revenue	Expenditure	30-Jun-24
bond refunding	\$	-			
Restricted		122,904.00	970,086.00	945,120.00	147,870.00
<b>Total Debt Service</b>	\$	<b>122,904.00</b>	<b>970,086.00</b>	<b>945,120.00</b>	<b>147,870.00</b>

Run 4/2/2024

Expected Fund Balance Projection FY25 based on budget:

<b>01 General Fund</b>		Estimated 30-Jun-24	Revenue	Expenditure	30-Jun-25
Operating Capital	\$	18,706.00	\$ 78,420.00	\$ 87,364.00	\$ 9,762.00
LTFM	\$	8,650.00	52,056.80	74,400.00	(13,693.20)
Medical Assistance	\$	20,851.66	15,000.00	750.00	35,101.66
Gifted & Talented	\$	-	4,433.00	4,433.00	-
Learning & Development	\$	-	64,593.00	64,593.00	-
Student Activities	\$	40,870.00			\$ 40,870.00
Safe Schools	\$	-	12,730.00	12,730.00	-
Staff Development	\$	16,804.00	49,656.42	21,976.00	44,484.42
Basic Skills	\$	52.00	400,910.87	400,960.00	2.87
Non-spendable	\$	4,100.00			\$ 4,100.00
Assigned	\$	14,633.00			\$ 14,633.00
Unassigned	\$	29,433.34	4,625,452.53	5,009,386.39	\$ (354,500.52)
<b>Total General Fund</b>		<b>154,100.00</b>	<b>5,303,252.62</b>	<b>5,676,592.39</b>	<b>(219,239.77)</b>

<b>02 Food Service</b>		Estimated 30-Jun-24	Revenue	Expenditure	30-Jun-25
Unassigned		-			\$ -
Restricted/Non-spendable		23,991.00	172,100.00	200,576.00	\$ (4,485.00)
<b>Total food service</b>		<b>23,991.00</b>	<b>172,100.00</b>	<b>200,576.00</b>	<b>(4,485.00)</b>

<b>04 Community Service</b>		Estimated 30-Jun-24	Revenue	Expenditure	30-Jun-25
Community Education		(10,553.00)	156,199.00	140,083.00	5,563.00
ECFE		28,918.00	24,769.00	-	53,687.00
School Readiness/Pathways		10,315.00	79,367.00	87,106.00	2,576.00
		-			-
		-			-
Restricted		8,932.00	6,653.44	3,084.00	12,501.44
<b>Total community services</b>	\$	<b>37,612.00</b>	<b>\$ 266,988.44</b>	<b>\$ 230,273.00</b>	<b>\$ 74,327.44</b>

<b>07 Debt Service</b>		Estimated 30-Jun-24	Revenue	Expenditure	30-Jun-25
bond refunding	\$	-			
Restricted		147,870.00	989,397.59	943,770.00	193,497.59
<b>Total Debt Service</b>	\$	<b>147,870.00</b>	<b>989,397.59</b>	<b>943,770.00</b>	<b>193,497.59</b>

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 714

Orig. 2011

Revised: 2022

Rev. 2022

## **714 FUND BALANCES**

***[Note: The provisions of this policy include the provisions of Statement No. 54 of the Governmental Accounting Standards Board (GASB).]***

### **I. PURPOSE**

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

### **II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

### **III. DEFINITIONS**

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

- G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

**IV. CLASSIFICATION OF FUND BALANCES**

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

**V. MINIMUM FUND BALANCE**

The school district will strive to maintain a minimum unassigned general fund balance of [ \_\_\_\_ percent of the annual budget.] [ \_\_\_\_ months of operating expenses.]

***[Note: School districts need to select one of the bracketed choices above and fill in the blank. The other bracketed choice should be deleted. If a minimum fund balance is specified, a stabilization arrangement such as that specified in Part IX below that sets aside specific stabilization amounts may not be necessary.]***

**VI. ORDER OF RESOURCE USE**

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

***[Note: The school board determines this order.]***

**VII. COMMITTING FUND BALANCE**

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

**VIII. ASSIGNING FUND BALANCE**

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: \_\_\_\_\_ . ***[Specify individual(s), such as the superintendent, business manager, etc., or an entity, such as the finance committee, authorized to make these assignments.]*** Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

**IX. STABILIZATION ARRANGEMENTS**

***[Note: If the school board has established any arrangement(s) for emergencies and other contingencies, the description(s) should be included in this section. The school***

***board needs to specifically define the circumstances or conditions when these amounts may be used, which must be unanticipated adverse financial or economic circumstances. These circumstances or conditions cannot be situations that are expected to or which occur routinely. Stabilization arrangements should be reported as restricted or committed if they meet the criteria or, otherwise, should be reported as unassigned. They should not be reported as assigned. If the school board does not have any such arrangements, this section should be deleted.]***

**X. REVIEW**

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

***[Note: The school board should determine the review period adequate for their school district and change "an annual" to "a quarterly" or "a monthly" or some other time frame if appropriate.]***

***Legal References:*** Statement No. 54 of the Governmental Accounting Standards Board

***Cross References:*** None