

# Wrenshall Board of Education

Monday, April 8, 2024 6:00 PM

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

1. Call to Order	<b>Speaker (s) :</b> Chairperson
2. Pledge of Allegiance	<b>Speaker (s) :</b> Chairperson
3. Roll Call	<b>Speaker (s) :</b> Chairperson
4. Adoption of Agenda	<b>Speaker (s) :</b> Chairperson
5. Regular Business	<b>Speaker (s) :</b> Chairperson
5.a. Approval of Minutes	<b>Speaker (s) :</b> Chairperson
5.b. Accept Business Office Report	<b>Speaker (s) :</b> Jeff Pesta
5.c. Approval of Consent Agenda	<b>Speaker (s) :</b> Jeff Pesta
6. Informational Items	<b>Speaker (s) :</b> Chairperson
6.a. Presentation of the American Indian Parent Advisory Council (AIPAC) Resolution	<b>Speaker (s) :</b> Michelle Blanchard
6.b. Principal's Report	<b>Speaker (s) :</b> Michelle Blanchard
6.c. Activities Director's Report	<b>Speaker (s) :</b> Luke Wargin
6.d. Community Education Report	<b>Speaker (s) :</b> Michele Carlson
6.e. Enrollment Report	<b>Speaker (s) :</b> Jeff Pesta
6.f. Superintendent's Report	<b>Speaker (s) :</b> Jeff Pesta
6.g. Board Director or Committee Reports	<b>Speaker (s) :</b> Chairperson
7. Action Items	<b>Speaker (s) :</b> Chairperson
7.a. Approve Correspondence to Carlton Public Schools Regarding Consolidation	<b>Speaker (s) :</b> Mary Carlson
7.b. Approve Revised 2024-2025 School Year Calendar	<b>Speaker (s) :</b> Jeff Pesta
7.c. Community Education Department Staff Wage Adjustments	<b>Speaker (s) :</b> Michele Carlson
7.d. Ratification of Student Support Professional's (SSP) Master Agreement	<b>Speaker (s) :</b> Eric Ankrum
7.e. Reduction of Probationary Teaching Staff	<b>Speaker (s) :</b> Jeff Pesta
7.e.1. Resolutions Nonrenewing Probationary Teachers	<b>Speaker (s) :</b> Jeff Pesta
7.f. Renewal of Northern Lights Special Education Cooperative (NLSEC) Membership and Purchase of Service Agreement.	<b>Speaker (s) :</b> Jeff Pesta
7.g. Resolution to Close Identified Grade Levels for Open Enrollment in The 2024-2025 School Year	<b>Speaker (s) :</b> Jeff Pesta
7.h. Executive Search Update	<b>Speaker (s) :</b> Misty

	Bergman and Mary Carlson
7.i. Consideration of Purchase of Scoreboard for Wrenshall Football Field	<b>Speaker (s) :</b> Ben Johnson
7.j. Policy Review Cycle	<b>Speaker (s) :</b> Mary Carlson
7.k. Acceptance of Donations	<b>Speaker (s) :</b> Chairperson
7.l. Hiring Requests	<b>Speaker (s) :</b> Jeff Pesta
8. <b>Future Meetings</b>	<b>Speaker (s) :</b> Chairperson
9. <b>Adjournment</b>	<b>Speaker (s) :</b> Chairperson

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7.i. Consideration of Purchase of Scoreboard for	<b>Speaker (s) :</b> Ben

Wrenshall Football Field	Johnson
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9. <b>Adjournment</b>	<b>Speaker (s) :</b> Chairperson

Wrenshall Board of Education  
Monday, March 11, 2024 6:00 PM Central

Wrenshall School Music Room  
207 Pioneer Drive  
Wrenshall, MN 55797

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

#### 1. Call to Order

The meeting was called to order by Chair Carlson at 6:00 p.m.  
Wrenshall bus driver Julie Ketchum addressed the Board during the public comment period preceding the meeting.

#### 2. Pledge of Allegiance

#### 3. Roll Call

All directors present.

#### 4. Adoption of Agenda

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

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

#### 5. Regular Business

##### 5.a. Approval of Minutes

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

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

##### 5.b. Accept Business Office Report

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

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

Highlighted significant improvement in cash flow projections.

##### 5.c. Approval of Consent Agenda

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

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

Yea: 6, Nay: 0

## 6. Informational Items

### 6.a. Principal's Report

### 6.b. Activities Director's Report

### 6.c. Community Education Report

Michele Carlson and Katie Beck presented recommendations for fees, hours, and software for consideration in action item 7.d.

### 6.d. Enrollment Report

### 6.e. Superintendent's Report

The final edition of the school calendar was previewed with a recommendation to approve as action item 7.a.

### 6.f. Board Director or Committee Reports

Consolidation Team: Recommended approval of the revised Raptor Activities Cooperative Agreement.

Directors Carlson and Ankrum attended MSBA officer training.

Director Carlson introduced the concept of a therapy dog for future consideration.

## 7. Action Items

### 7.a. Approve 2024-2025 School Year Calendar

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

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

Yea: 6, Nay: 0

### 7.b. Presentation of the American Indian Parent Advisory Council (AIPAC) Resolution

Motion to accept the resolution and submit required documentation to the Minnesota Department of Education. This motion, made by Misty Bergman and seconded by Nicole Krisak, Carried.

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

Yea: 6, Nay: 0

A vote of nonconcurrency requires a response from the Board of Education within 60 days. This is not considered an unusual step for a District that has not previously received categorical funding for American Indian Education.

### 7.c. Revised Raptor Sports Cooperative Agreement Adoption

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

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

Yea: 6, Nay: 0

The Board discussed the expectations for transportation found within the revised agreement. Due to a lack of clarity in the agreement regarding student transportation for practices, the Wrenshall Board intends to provide transportation for all Wrenshall participants to and from practice sites. The Board would like to utilize the recently received MSHSL activity grants to support that expense.

#### 7.d. Community Education Recommendations

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

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

Yea: 6, Nay: 0

#### 7.e. Building and Grounds Recommendation

Motion to accept the quote as recommended by the Building and Grounds Committee. This motion, made by Ben Johnson and seconded by Nicole Krisak, Carried.

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

Yea: 6, Nay: 0

#### 7.f. Consideration of Bus Radio Upgrade

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

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

Yea: 6, Nay: 0

#### 7.g. Policy Review Cycle

##### 7.h. Acceptance of Donations

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

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

Yea: 6, Nay: 0

##### 7.i. Hiring Requests

#### 8. Future Meetings

Additional committee meetings scheduled are Consolidation Team on March 12 and ESP Negotiations on March 13.

#### 9. Adjournment

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

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

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

Work Session  
Wednesday, April 3, 2024 6:00 PM Central

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

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

Present: 5, Absent: 1.

Director Bergman was absent with notice.

### 1. Call to Order

The meeting was called to order by Chair Carlson at 6:00 p.m.

### 2. Preview of Regular Meeting Agenda for March 11

#### 2.a. Preview Community Education Recommendations

Community Education Director Michele Carlson and Community Education Coordinator Katie Beck provided updates regarding a Fund 04 budget strategy session from April 2. They also previewed the recommendation requesting action on April 8 to set pay rates for all Community Education staff.

#### 2.b. American Indian Education Aid Program Plan Review

The District will be eligible for \$42,000 in state funding for American Indian Education. The AIPAC recommendations will include general program improvements and suggestions for eligible staffing and other resource support.

#### 2.c. Enrollment Projections and Consideration of Closing Grades for Open Enrollment

The Board consensus was that action should be considered to temporarily close all grade levels to continued open enrollment for which projections surpass the target class sizes. Many neighboring school districts are participants in Achievement and Integration plans, which effectively waives any open enrollment deadlines. Therefore, the Board would like to be proactive year round to enable resident enrollment without creating the necessity for adding sections at any grade level. The necessary Board resolutions will be considered on April 8.

### 3. Committee Reports

#### 3.a. Negotiations Committee Update

The Negotiations Committee has reached a tentative agreement for a new master agreement with the Student Support Professional's group. They are recommending ratification by the Board on April 8.

#### 3.b. Raptor Sports Cooperative update

The consensus of the Board was to offer Carlton the first opportunity to contract the shared Activities Director position and become the fiscal host for 2025. If Carlton prefers, Wrenshall is willing to perform those services for the next fiscal year of the Carlton-Wrenshall Sports

Cooperative. Director Johnson shared that the deadline is approaching for ordering the replacement scoreboard for the Wrenshall football field. He has requested that the order approval be added as an action item be added to the April 8 agenda.

#### 4. Strategic Planning

##### 4.a. Status Report on Consolidation Exploration

Directors Carlson and Ankrum provided an update on the current status of the Consolidation Team. The consensus of the Board was to construct a formal letter of intent to continue to work toward future legal consolidation of the districts with a target date of July 1, 2026. The Board collectively constructed the official letter during this work session and will consider formal approval on April 8.

##### 4.b. Update of Executive Search Plan

Despite positive responses and inquiries from potential candidates, there were no individuals with viable applications for the intern position due to the location, temporary status, and shortage of full-time superintendent candidates. The Board reconsidered all leadership options again, including sharing a superintendent with another district. The consensus of the Board was to direct the Executive Search Committee to engage in negotiations for an extension of the current part-time, interim superintendent contract.

##### 4.c. Budget Planning for Fiscal Year 2025

The Board has remained on target with its adopted budget and human resources timeline. During the work session, an analysis of the most recent revised Fiscal Year 2024 budget and the proposed Fiscal Year 2025 budget were reviewed. There was discussion on revising Policy 714 to establish a framework for a positive fund balance. Consideration of revising the fund balance policy will be an action item for April 8. The proposed budget will need to identify areas of further expense reduction and revenue increases to achieve the stated goal. The Administration will prepare options to be considered during the May work session. If necessary, the adoption of the FY25 budget may be moved to the June business meeting to provide sufficient time for deliberations.

##### 4.d. Grant Writing

Further discussion was held on options for effectively applying for grants with minimal up front investment in developing the grants. The topic will continue to be explored.

#### 5. Adjournment

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

**Wrenshall School ISD #100**  
**Receipt Listing Report with Detail by Deposit**  
**Fund Summary**

<b>Fund</b>	<b>Total</b>
01	\$522,224.93
02	\$20,183.97
03	\$4,334.75
04	\$17,214.09
05	\$150.00
21	\$9,026.45
<b>Report Total</b>	<b>\$573,134.19</b>

**Wrenshall School ISD #100**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General Fund	\$139,166.82
02	Food Services Fund	\$7,915.73
03	Transportation (Sub of 01)	\$10,991.82
04	Community Service	\$1,021.85
05	Capital Outlay (Sub of 01)	\$4,966.11
07	Debt Redemption Fund	\$3,250.00
21	Student Activities	\$1,971.21
<b>Report Total</b>		<b>\$169,283.54</b>

**Wrenshall School ISD #100**  
**Exp/Rev Summary - Fd**  
**Period Ending March 31, 2024**

Sequence: L, Fd

		<b>Revised24</b>					%	%	%
Description		Annual Budget	Period 202409	Year To Date	%	Encumbrances	+ Enc	Remaining Balance	
E	Expenditure								
01	General Fund	4,600,745.06	97,302.56	2,542,230.96	55%	302,807.88	62%	1,755,706.22	
02	Food Services Fund	223,827.02	7,888.93	122,399.47	55%	8,500.19	58%	92,927.36	
03	Transportation (Sub of 01)	397,705.00	10,991.82	283,441.22	71%	23,385.07	77%	90,878.71	
04	Community Service	146,038.00	958.43	86,894.93	60%	14,862.89	70%	44,280.18	
05	Capital Outlay (Sub of 01)	199,929.00	4,966.11	202,513.06	101%	5,290.00	104%	(7,874.06)	
06	Building Fund	0.00	0.00	824.85	0%	0.00	0%	(824.85)	
07	Debt Redemption Fund	945,120.00	(510,259.03)	947,965.00	100%	0.00	100%	(2,845.00)	
18	Custodial	0.00	0.00	50.13	0%	0.00	0%	(50.13)	
21	Student Activities	0.00	908.07	33,445.68	0%	2,310.00	0%	(35,755.68)	
E	Expenditure	6,513,364.08	(387,243.11)	4,219,765.30	65%	357,156.03	70%	1,936,442.75	
R	Revenue								
01	General Fund	(4,913,475.35)	(519,786.98)	(3,637,097.99)	74%	0.00	74%	(1,276,377.36)	
02	Food Services Fund	(204,147.02)	(20,125.62)	(137,057.70)	67%	0.00	67%	(67,089.32)	
03	Transportation (Sub of 01)	(248,597.75)	(4,334.75)	(4,334.75)	2%	0.00	2%	(244,263.00)	
04	Community Service	(138,156.14)	(17,214.09)	(90,800.92)	66%	0.00	66%	(47,355.22)	
05	Capital Outlay (Sub of 01)	(150,979.99)	(150.00)	(150.00)	0%	0.00	0%	(150,829.99)	
07	Debt Redemption Fund	(979,145.60)	0.00	(85,239.70)	9%	0.00	9%	(893,905.90)	
21	Student Activities	0.00	(9,064.10)	(40,359.41)	0%	0.00	0%	40,359.41	
R	Revenue	(6,634,501.85)	(570,675.54)	(3,995,040.47)	60%	0.00	60%	(2,639,461.38)	
Report Totals:		(121,137.77)	(957,918.65)	224,724.83	(186%)	357,156.03	(480%)	(703,018.63)	

	<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)
Total General Fund	<u>5,014,815</u>	<u>4,954,475</u>	<u>60,340</u>	<u>5,422,478</u>	<u>5,391,247</u>	<u>31,231</u>
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	<u>979,145</u>	<u>945,120</u>	<u>34,025</u>	<u>970,086</u>	<u>945,120</u>	<u>24,966</u>
	<u>6,347,752</u>	<u>6,300,181</u>	<u>47,571</u>	<u>6,746,498</u>	<u>6,687,684</u>	<u>58,814</u>
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	<u>(2,009)</u>
Total increase	<u>398,746</u>

**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	<u>(5,035)</u>
Total Increase	<u>387,503</u>
Net increase (decrease)	<u>11,243</u>

**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>



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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April 8, 2024

## Consent Agenda

- *Any Director may request to remove any item from this consent agenda and place it on the regular meeting agenda for individual consideration.*

### Advancement From Year 3 Probationary to Continuing Contract Status:

1. Kaylee Krogstad
2. Chloe Swanson
3. Tina Kauma

### Advancement From Year 2 Probationary to Year 3 Probationary Status:

1. Kris Anderson

### Advancement From Year 1 Probationary to Year 2 Probationary Status:

1. Isabelle Brezinka
2. Allison Dillon
3. Danielle Arneson

### Change in Assignment:

1. Ross Tollgard, secondary math teacher to 5<sup>th</sup> grade, effective July 1, 2024.

### Nonrenewal of Probationary Teachers:

1. Trish Berger
2. Chloe Olesen

### Resignations:

1. Delaney Knudson, Elementary Special Education Teacher, effective June 30, 2024
2. Emily Amundson, Secondary Math Teacher, effective June 30, 2024
3. Jessica Jeche, Wren's Club Coordinator, effective April 15, 2024



# WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D  
Principal-Michelle Blanchard

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RE: AIPAC recommendations to the Wrenshall Schools Board

4/2/24

Please accept the following recommendations as goals to address the non-concurrence report which was recently submitted to the Minnesota Department of Education for Wrenshall School's AIPAC.

AIPAC recommendations for non-concurrence:

1. Conduct an American Indian Academic Standards audit.
2. AIPAC collaborative review of the MDE Indian Education Self-Assessment Rubric
3. Staff development to continue the 8-hour cultural competency requirement with opportunities for staff to have Indigenous Peoples education focus.
4. To have the school's superintendent and a board member to attend monthly AIPAC meetings.
5. Gather, review and make recommendations/goals with American Indian student data to include but not limited to: the number of American Indian students in SPED, testing and bullying data.
6. Have the school board via the superintendent keep the AIPAC updated on the progress of merger with Carlton Schools.
7. Look into hiring an American Indian Navigator or Liaison position with the understanding the AIPAC members can be involved in the hiring process.

*A small school where WE cultivate big futures.*

Wrenshall Schools American Indian Parent Advisory Committee (AIPAC)

Members:

Kevin Kot, President

Sydney Seliskar, Vice President

Sue Tracy, Secretary

Carol Kot, Wrenshall Parent and Community Member

Jeff Blanchard, Wrenshall Parent/ Community Member

Michelle Blanchard, Principal

Jeff Pesta, Superintendent

Independent School District #100  
207 Pioneer Drive  
Wrenshall, MN 55797-9000  
Telephone: 218-384-4274  
FAX: 218-384-4293



# WRENSHALL PUBLIC SCHOOLS

Superintendent-Jeff Pesta, Ed.D  
Principal-Michelle Blanchard

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Principal Update:

4/8/24

- Senior Class trip will take place on April 22-25th. There will be 18 students and 3 Advisors going to Washington D.C.
- Safety Drills 3 Fire drills and 3 Lock down drills completed. We will practice our school wide Tornado drills on April 11th during the statewide tornado drill day.
- Minnesota Science Museum visit
- Master Schedule update
- Curriculum update
- Office of Attorney General's office: Vaping Education on April 16th (6th-8th)
- Date set with Carlton Scheduling talks April 17th.
- Wrenshall Supply Company

*A small school where WE cultivate big futures.*

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.

**0100 WRENSHALL District**207 PIONEER DRIVE, WRENSHALL, MN 55797-0068  
Generated on 04/08/2024 05:51:17 AM Page 1 of 1**Student Enrollment Summary Report**

Effective Date: 04/08/2024 Enrollment Types: P, S, N

Total Race/Ethnicities: 5 of 7 Total Schools: 2

Race/Ethnicity Source: Federal Male/Female/Total: 178/159/337

**Student Population by Race/Ethnicity and Grade Level (Male/Female/Total)****Wrenshall Elementary**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
01	1/0/1	-	-	-	-	13/9/22	0/2/2	14/11/25
02	-	-	-	-	-	5/10/15	2/1/3	7/11/18
03	-	-	-	-	-	13/12/25	-	13/12/25
04	0/1/1	-	-	-	-	10/14/24	-	10/15/25
05	-	-	-	-	-	9/10/19	1/1/2	10/11/21
06	-	1/1/2	-	-	-	13/8/21	0/1/1	14/10/24
EC	1/1/2	-	-	-	-	4/4/8	-	5/5/10
KA	1/0/1	-	-	-	-	7/10/17	1/1/2	9/11/20
All Grades	3/2/5	1/1/2	-	-	-	74/77/151	4/6/10	82/86/168

**Wrenshall High School**

Grade	1:Hispanic/Latino	2:American Indian or Alaska Native	3:Asian	4:Black or African American	5:Native Hawaiian or Other Pacific Islander	6:White	7:Two or more races	Total
07	-	0/1/1	-	0/1/1	-	15/10/25	0/3/3	15/15/30
08	-	-	-	-	-	12/8/20	1/1/2	13/9/22
09	1/0/1	0/1/1	-	-	-	16/11/27	0/1/1	17/13/30
10	1/1/2	1/0/1	-	-	-	10/13/23	2/0/2	14/14/28
11	-	1/0/1	-	-	-	10/7/17	3/2/5	14/9/23
12	1/0/1	0/1/1	-	-	-	21/11/32	1/1/2	23/13/36
All Grades	3/1/4	2/3/5	-	0/1/1	-	84/60/144	7/8/15	96/73/169

**Student Population Excluding White not of Hispanic Origin**

School	Total	Percentage
Wrenshall Elementary	17	10.12%
Wrenshall High School	25	14.79%
Total	42	12.46%



# Wrenshull Public Schools

Superintendent- Jeffrey Pesta  
Principal- Michelle Blanchard

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April 8th, 2024

Dear Carlton School Board,

We wanted to take a moment to recognize the great progress our districts have made towards consolidation. This progress includes the co-op agreement, the tours of our facilities, the formation of the consolidation team and the continued exploration of sharing classes/positions. We appreciate your willingness to work together towards a consolidated district that will provide greater learning opportunities for the students we serve.

In order to ensure we give this process the diligence it requires, the Wrenshull School Board is in agreement that the target consolidation date should be July 1st, 2026.

While we work through this consolidation process, we promise to enthusiastically lean into all sharing opportunities that better serve the residents of these districts. We are also open to mutually beneficial tuition agreements and staff sharing opportunities.

We look forward to collaborating through this process as we move forward for the students of both districts!

Sincerely,

The Wrenshull School Board

Mary Carlson  
Board Chair

Eric Ankrum  
Vice Chair

Misty Bergman  
Treasurer

Ben Johnson  
Clerk

Alice Kloepfer  
Director

Nicole Krisak  
Director



# Wrenshall Public Schools 2024-2025 School Calendar

**DRAFT**

Adopted: 00-00-0000  
Revised: 00-00-0000

Qtr 1: Students 42 Staff 45/46  
Qtr 2: Students 43 Staff 45  
Qtr 3: Students 42 Staff 44  
Qtr 4: Students 43 Staff 44/45  
Total Days: Students 170  
Staff 179

Teacher Inservice: 26 - 29  
**OPEN HOUSE: 28th**  
7th Grade Orientation: 28th  
No school: 30th  
Teacher Option: 8/29 or 6/3

Holiday: 2nd  
First Day of School: 3rd  
Early Release: 27th  
Teacher Work Day: 27th p.m.

Early Release: 16th  
Teacher Inservice: 16th p.m.  
No School: 17th & 18th

End of 1st Quarter: 1st  
Veteran's Day Program: 11th  
Conferences: 21st & 26th  
No School: 28th, 29th

Holiday Program: 18th  
No School: 23rd thru Jan 3rd

JUL-24						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUG-24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEP-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCT-24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOV-24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DEC-24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JAN-25						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEB-25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MAR-25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APR-25						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY-25						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUN-25						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Teacher Inservice: 3rd  
Back To School: Mon 6th  
Early Release: 17th  
Teacher Work Day: 17th p.m.  
End of 2nd Quarter: 17th  
No School: 27th  
Teacher Inservice: 27th

Homecoming Week: Feb 10-14  
Homecoming: Feb 14  
Early Release: 14th  
Teacher Inservice: 14th p.m.  
No School: 17th

No School: 13th  
Conferences: 13th 11am-7pm  
End of 3rd Quarter: 21st  
Spring Break: 24th - 28th

Kindergarten Roundup: 4th  
Early Childhood  
Screening: 17th  
No School: 18th

Early Release: 2nd  
Teacher Inservice: 2nd p.m.  
Spring Concert: 15th  
No School: 26th  
Graduation: 30th  
End of Quarter: 30th  
Last Day & Early Release: 30th  
Teacher Work Day: 30th

Teacher Work Day: 2nd, 3rd  
Possible Snow Days  
Holiday: June 19  
Teacher Option: 8/29 or 6/3  
work day choice

No School for Students and Staff  
 Teacher Inservice/Work Day: No School for Students  
 Built-in staff only snow day if needed

End of Quarter  
 Conferences  
 First/Last Day of School  
 Early Release - Students a.m. only  
 No School OR Snow Day Makeup Day

# 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/refreshers 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: \_\_\_\_\_



# Wrenshaw Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

April 8, 2024

## Resolution Reducing and Discontinuing Educational Programs and Positions

\_\_\_\_\_ introduced the following resolution and moved its adoption:

WHEREAS, the School Board of Independent District No.100 adopted a resolution on February 13, 2024 directing the Administration to make recommendations regarding the reduction and/or discontinuance of programs and positions, and

WHEREAS, said recommendations have been received and considered by the School Board,

BE IT RESOLVED, by the School Board of Independent District No.100, as follows:

That the following programs and positions, or portions thereof, be discontinued:

1. 1.0 Full-Time Equivalency (FTE), first grade teacher
2. 1.0 FTE, secondary teacher

### VOTING RECORD

The motion for the adoption of the preceding resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon,

the following voted in favor thereof,

the following voted against the same:

whereupon said resolution was declared duly passed and adopted on April 8, 2024





# Wrenshaw Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

April 8, 2024

## Resolution Nonrenewing a Probationary Teacher

\_\_\_\_\_ introduced the following resolution and moved its adoption:

WHEREAS, Trish Berger is a probationary teacher in Independent District No.100

BE IT RESOLVED, by the School Board of Independent District No.100 that pursuant to Minn. Stat. 122A.40, subd. 5<sup>1</sup> and the District master agreement, the teaching contract of Trish Berger, a probationary teacher in Independent District No.100 shall be nonrenewed at the end of the 2023-2024 school year effective June 30, 2024.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding the nonrenewal of the teacher's teaching contract.

### VOTING RECORD

The motion for the adoption of the preceding resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon,

the following voted in favor thereof,

the following voted against the same:

whereupon said resolution was declared duly passed and adopted on April 8, 2024



# Wrenshaw Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

April 8, 2024

## Resolution Nonrenewing a Probationary Teacher

\_\_\_\_\_ introduced the following resolution and moved its adoption:

WHEREAS, Chloe Olesen is a probationary teacher in Independent District No.100

BE IT RESOLVED, by the School Board of Independent District No.100 that pursuant to Minn. Stat. 122A.40, subd. 5<sup>1</sup> and the District master agreement, the teaching contract of Chloe Olesen, a probationary teacher in Independent District No.100 shall be nonrenewed at the end of the 2023-2024 school year effective June 30, 2024.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding the nonrenewal of the teacher's teaching contract.

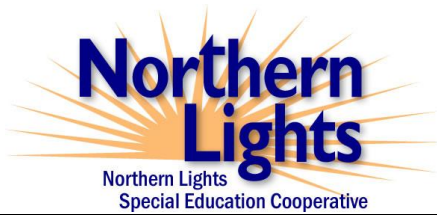
### VOTING RECORD

The motion for the adoption of the preceding resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon,

the following voted in favor thereof,

the following voted against the same:

whereupon said resolution was declared duly passed and adopted on April 8, 2024



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**Northern Lights Special Education Cooperative  
Agreement**

THIS AGREEMENT entered into by and between Independent School Districts: Barnum ISD #91, Barnum Public Schools; Carlton ISD #93, Carlton Public Schools; Cloquet ISD # 94, Cloquet Public Schools; Cromwell-Wright ISD #95, Cromwell Public Schools; Esko ISD #99, Esko Public Schools; Hermantown ISD #700, Hermantown Public Schools; Lake Superior ISD # 381, Silver Bay/Two Harbors Public Schools; McGregor ISD #004, McGregor Public Schools; Moose Lake ISD #97, Moose Lake Public Schools; Proctor ISD #704, Proctor Public Schools; Willow River ISD # 577, Willow River Public Schools; and Wrenshall ISD #100, Wrenshall Public Schools; hereinafter referred to as "Member Districts".

**WITNESSETH:**

WHEREAS, Minnesota Statutes, Section 120.17 requires Member Districts to provide special education services for all their resident students with disabilities as defined in Minnesota Statutes, and

WHEREAS, the Member Districts recognize the need to provide free and appropriate learning opportunities to their resident students eligible for special education services; and

WHEREAS, it is felt by each Member District that selected special education services can best be accomplished by cooperative efforts.

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

**1. ESTABLISHMENT OF COOPERATIVE**

That hereby there is established a Special Education Cooperative, to be known as the Northern Lights Special Education Cooperative.

- A. Northern Lights Special Education Cooperative staff includes: Director of Special Education, Occupational Therapists, Physical Therapists, Teacher of Physically Disabled, Teachers for Deaf/Hard of Hearing, Autism Consultant, Education Audiologist, Work Based learning Coordinators, Early Childhood and Child Find Coordinators, K-12 Special Education Coordinators, Technology Coordinator, Business Manager, Administrative Assistant, and Data Manager/Office Assistant.

**2. PURPOSE OF AGREEMENT**

The purpose of this Agreement shall be to provide, by cooperative efforts, selected special education services within the geographical boundaries of the Member Districts for children and youth identified with disabilities under Minnesota special education eligibility criteria.

### 3. **Cooperative Board**

- A. The special education services shall be accomplished by creation of a Cooperative Board; Member Districts shall be represented on the Cooperative Board by individuals selected by the School Board of that district.
- B. The school board shall select an alternate representative in the event that the appointed member is unable to attend. The board representative and alternate shall be the district superintendent or a school board member. Only the appointed board member and the alternate school board member shall have voting rights.
- C. The Director of the Special Education Cooperative shall also be an ex-officio member of the Cooperative Board.
- D. A quorum of seven (7) of the twelve (12) members must be present for Board action. Cooperative Board action shall be passed by a minimum of seven (7) of the (12) twelve member districts.
- E. The Cooperative Board Chair will preside over all Cooperative Board meetings and will consult with the Director of Special Education on specific Board concerns and the proposed meeting agenda at least one (1) week prior to scheduled Cooperative Board meetings.

### 4. **COOPERATIVE BOARD RESPONSIBILITIES**

The responsibilities of the Special Education Cooperative Board shall be as follows:

- A. To review the application for, receipt of, and administration of educational funding and to review and monitor the administration of these funds in such a way as to accomplish the purpose of this Agreement.
- B. To provide for a thorough and continuing system of reporting to and communicating with the School Board of each Member District.
- C. To contract with a Member District to act as the host district of the Northern Lights Special Education Cooperative, the director of special education or designee shall be responsible for preparing such reports as are necessary for the State and other agencies and filing for claims for reimbursement and State and Federal funds to which the Cooperative may be entitled.
- D. To employ through a Member District, a Special Education Director who shall be licensed according to the Minnesota State Rule and who shall be responsible to the Cooperative Board for the administration of Northern Lights Special Education services provided to member districts.
- E. To recommend to the Member Districts, as host districts, employment of professional and other skilled or unskilled personnel as and when the need arises either on the basis of permanent employment through contractual agreements, or on a temporary or consulting capacity to the extent that funds have been made available to the Special Education Cooperative through the federal host and/or Member Districts for that purpose.
- F. To adopt by-laws to govern the operation of the Special Education Cooperative and its program.
- G. To conduct meetings on a regular basis and such other special meetings as requested by the Director of Special Education or School Boards of any Member District.
- H. To establish a sound financial program and an effective system of record keeping.

2/2024

- I. To establish and adopt policies and guidelines for the operation of the educational services to be provided, including method of funding, method of allocation of costs of services among members and methods by which non- members be assessed for services.
- J. To approve an operating budget for each fiscal year, including a proposed allocation among Member Districts, and to submit a proposed budget to the School Boards of all Member Districts no later than June 1st of each year.
- K. To delegate to the Director of Special Education or his/her designee, the duties of supervision and formal evaluation of Cooperative staff.

**5. OPERATING BUDGET**

The Special Education Director shall submit a proposed operating (planning) budget (budget shall include all salaries, proposed equipment, purchases, supplies, etc.) for the next fiscal year to the Cooperative Board no later than May 15th of each year. The (planning) operating budget must be approved by a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board Members present.

A proposed planning budget will be submitted to the Cooperative Board May 15th of the fiscal year prior to the year of implementation. The working budget will be submitted to the Cooperative Board for approval as current year federal flow through entitlement information is available from the Minnesota Department of Education. A final budget for the prior fiscal year will be submitted to the Cooperative Board for approval by December 15th of the current fiscal year. The working operating budget must be approved by a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board members present.

**6. NON-BUDGETED EXPENSES**

Non-budgeted expenses incurred during the course of the operating year shall be approved by a minimum of seven (7) of the twelve (12) voting eligible Cooperative Board Members present.

**7. ADDITION OF MEMBER DISTRICTS**

A School District may become a member of the Special Education Cooperative upon application to the Cooperative Board and approval of a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board Members present. Any new Member District shall execute a consent to abide by the terms of this Agreement. Any expenses incurred to the Cooperative as a result of the addition of a new Member District shall be determined at the time the district joins the Cooperative. Expenses will be mutually agreed upon by current Member Districts and the applying district.

**8. WITHDRAWAL OF MEMBER DISTRICTS**

Any Member District may withdraw by resolution of its School Board and upon written notice given to the Special Education Director a minimum of twelve (12) months prior to June 30th of the following year. Any expenses incurred to the Cooperative as a result of the withdrawal of a Member District, including, but not limited to, post retirement benefits, including but not limited to, TRA and FICA, worker's compensation and unemployment obligations, shall be determined

at the time the district withdraws from the Cooperative. Expenses will be mutually agreed upon by the withdrawing district and the remaining Member Districts.

**9. DISSOLUTION OF COOPERATIVE**

This Agreement shall continue in force until terminated by vote of seven (7) of the twelve (12) eligible voting Cooperative Board Members at a full meeting of the Cooperative Board. Such termination, however, shall not become effective until June 30th of the following year.

In the event of the dissolution of the Special Education Cooperative, any funds, equipment and/or materials shall revert to those Districts comprising the Cooperative at the time of the dissolution after payment of all outstanding debts and obligations according the following formula:

- Sealed bids for equipment, supplies, technology and furniture, shall be received by the Cooperative host district on behalf of the Cooperative from interested Member Districts with sale awarded to the highest bidder.
- Amount received from sale of equipment and/or materials, together with any remaining funds shall revert to those Districts comprising the Cooperative at the time of dissolution according to the formula currently used to allocate federal special education flow through dollars to member districts (reference #11). Any outstanding debts or obligations remaining unpaid after liquidation of Cooperative assets shall remain the responsibility of the Member Districts.

**10. ALLOCATION OF EXPENSES**

The Cooperative, shall bill each of the Northern Lights Special Education Cooperative Member Districts on a quarterly basis for its pro rata share of the administrative costs of the Cooperative based on the following formula: forty percent (40%) of the total costs each district shares equally with the remaining costs based upon sixty percent (60%) of each District's total enrollment of the previous school year.

2/2024

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2/2024

**NORTHERN LIGHTS SPECIAL EDUCATION COOPERATIVE**

**COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, THIS AGREEMENT ENTERED INTO BY THE ACTION OF THE GOVERNING BODY OF EACH ORIGINAL SIGNATORY, AND IN ATTESTATION THEREOF THIS INSTRUMENT IS SIGNED IN THEIR RESPECTIVE NAMES BY DIRECTION OF THE BOARD OF EDUCATION THROUGH THEIR RESPECTIVE CHAIRPERSON AND CLERKS.

\_\_\_\_\_ Independent School District No. \_\_\_\_\_

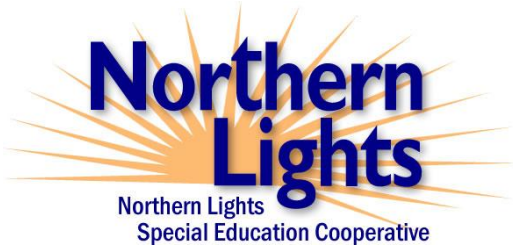
\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

**2/2024**



Northern Lights Special Education Cooperative

16 E Hwy 61, PO Box 40, Esko, MN 55733

(218)655-5018 ~ (218)451-4511 FAX

www.nlsec.org

Jessica Cook~ Special Education Director

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**Membership Enrollment Renewal  
Purchase of Service Agreement  
2024 - 2025**

**WHEREAS**, Independent School District No. \_\_\_\_\_ has been a member of the Northern Lights Special Education Cooperative and desires to continue to share special education services as a member of the Cooperative.

**WHEREAS**, the districts of the Northern Lights Special Education Cooperative have determined that it is in their mutual best interests to set forth the terms of membership in the Special Education Cooperative in the form of a written agreement and approved by the School Boards of all members and executed by their chairman.

**BE IT RESOLVED**, that Independent School District No. \_\_\_\_\_ hereby agrees to purchase services from member school districts of the Northern Lights Special Education Cooperative according to the terms and conditions of the Northern Lights Special Education Cooperative Agreement (a copy of which is on file in the school district office) and

**BE IT FURTHER RESOLVED**, that \_\_\_\_\_

School Representative(s)

are hereby authorized to execute said Agreement on behalf of Independent School District No. \_\_\_\_\_.

Dated: \_\_\_\_\_

Chairperson

The undersigned as Clerk of the School Board for Independent School District No. \_\_\_\_\_ hereby certifies that the above Resolutions are true and correct copies of the Resolutions are adopted by the School Board of Independent School District No. \_\_\_\_\_ on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk



## 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

## Minnesota Statewide Enrollment Options Program Questions and Answers for School Districts

### General Questions

#### **1. Are districts required to use the Minnesota Department of Education (MDE) application(s)?**

Yes, [Minnesota Statutes, section 124D.03, subdivision 3](#), requires all school districts to use the application (General Application or VPK/SRP Application) provided by the Minnesota Department of Education (MDE). The application may not be modified.

Please note: Minnesota school districts may not solicit information from the families, current schools or others to obtain information about the applicant student that is not on the MDE-provided application. This includes discussions about a student's disciplinary history, special education status or needs, birth date, gender, race, ethnicity, and academic or other student records.

#### **2. What enrollment options form should a family use?**

The [General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education](#) (General Application) is the required application for all Minnesota districts. A family should use this application for inter-district K-12 open enrollment and inter-district enrollment in ECSE. Please note that in some districts, Early Childhood Special Education is called Help Me Grow.

The [Statewide Enrollment Options Application for State-funded Voluntary Pre-Kindergarten \(VPK\) or School Readiness Plus \(SRP\) Application](#) (VPK/SRP Application) is the required application for participating Minnesota school districts. Families should use this application for voluntary pre-kindergarten or school readiness plus open enrollment.

The [School District Non-resident Agreement for Inter-district Enrollment](#) (Non-resident Agreement) Districts may use this form, or other formats, to document Non-resident Agreements to allow enrollment when the January 15 deadline is missed and no exception in law applies.

#### **3. What if the district needs more information from the family before enrollment?**

School districts may obtain additional information from the family after a classroom seat is offered in writing and before attendance starts.

#### **4. Does a district need to provide application(s) to families if it does not seek open enrollees?**

Yes, Minnesota Statutes, section 124D.03, subdivision 10, requires districts make information about the district, school(s), programs, policies and procedures available to all interested people.

#### **5. What are acceptance, rejection and site preference decisions based on?**

The board must adopt, by resolution, specific standards for acceptance and rejection of applications. Standards may include the capacity of a program, excluding special education services; class; or school building. The school board may not reject applications for enrollment in a particular grade level if the nonresident enrollment at that grade level does not exceed the limit set by the board under Minnesota Statutes, section 124D.03, subdivision 2. Standards may not include previous academic achievement, athletic or other extracurricular ability, disability conditions, proficiency in the English language, previous disciplinary proceedings, or the student's district of residence, except where the district of residents is directly included in an enrollment options strategy included in an [approved Achievement and Integration program](#). [Minn. Stat. § 124D.03, subd. 6](#)

#### **6. Can a district limit enrollment of nonresident pupils?**

Per Minnesota Statutes, section 124D.03, subdivision 2, a board may limit, by resolution, the enrollment of nonresident pupils in its schools or programs according to this section to a number not less than the lesser of:

- One percent of the total enrollment at each grade level in the district; or
- The number of district residents at that grade level enrolled in a nonresident district according to this section.

#### **7. What must a district do when it denies an open enrollment application?**

When denying an open enrollment application, the district must notify the parent or guardian in writing of the legal basis for the denial by February 15 or within 90 days for applications submitted after January 15 in the case of Achievement and Integration district transfers whether the application has been accepted or rejected. [Minn. Stat. § 124D.03, subd. 5](#). Further, the district must report to the commissioner of education by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils. [Minn. Stat. § 124D.03, subd. 2](#)

#### **8. Is an open enrollment application valid without a parent or guardian signature?**

No, the application must include a signature from at least one parent or guardian. Generally, students age 18 or older can sign their own paperwork. [Minn. Stat. § 124D.03, subd. 3](#)

#### **9. Does the January 15 deadline always apply?**

No, deadlines may be waived in two circumstances. First, state law waives all deadlines for students moving in or out of any district that participates in the Achievement and Integration Program. In these districts, students

may apply at any time and start school immediately or in the subsequent school year. Of Minnesota's 327 districts, 116 receive integration revenue and are designated as Achievement and Integration districts. Because this includes almost all large districts, many students have no deadline and may open enroll at any time. [Minn. Stat. § 124D.03, subd. 4](#)

Second, state law also extends deadlines when families have recently moved. [Minn. Stat. § 124D.03, subd. 7](#)  
[State-approved online learning providers](#) may agree to enroll full-time online students beyond the deadline. Check directly with the [online providers](#) for enrollment information.

## **10. How do early childhood special education students access statewide enrollment options?**

After a student has been evaluated and found eligible for, and in need of, special education and related services by their resident district, the child's parent uses the General Application ([General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education](#)).

## **11. Can a district use the VPK/SRP Application for other early childhood initiatives?**

No, please do not use the [VPK/SRP Application](#) for any other initiative, even if nonresident students are welcomed.

## **12. Can open enrollment be terminated?**

Open enrolled students who have disciplinary issues are disciplined in the same manner as resident students; enrollment is not revoked. (Minn. Stat. §§ 121A.41-121A.575.) A district may terminate the enrollment of a nonresident student enrolled under Minnesota Statutes, section 124D.03 or section 124D.08 at the end of a year if the student meets the definition of a habitual truant under section 260C.007, subdivision 19, the student has been provided appropriate services under chapter 260A, and the student's case has been referred to juvenile court. A district may also terminate the enrollment of a nonresident student over the age of 17 enrolled under Minnesota Statutes, section 124D.03 if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under section 120A.22, subdivision 8. [Minn. Stat. § 124D.03, subd. 12](#) Please note the student's case must be referred to the county attorney before a district may terminate enrollment.

For students with disabilities, the student's IEP team should consider whether the truancy is a behavior that impedes the student's learning and if so, address the student's behavior via the IEP team process. [34 C.F.R. § 300.324\(a\)\(2\)\(i\)](#)

### **13. How can a resident student that moves out of district during the school year stay enrolled (i.e., change of address, foster care placement, homeless)**

If the student moves to a new resident district, the student retains the seat in the nonresident district, but must submit a new General Statewide Enrollment Options application to update the student's information. [Minn. Stat. § 124D.03, subd. 13](#)

An 11<sup>th</sup>- or 12<sup>th</sup>-grade student who has been enrolled in a district and whose parent or guardian moves to another district may continue to enroll in the nonresident district upon approval of the board of the nonresident district. The approval of the board of the pupil's resident district is not required. [Minn. Stat. § 124D.08, subd. 3](#)

A student who has been open enrolled in a district, who is identified as homeless and whose parent or legal guardian moves to another district may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required. [Minn. Stat. § 124D.08, subd. 2a](#)

A student who has been enrolled in a district who is placed in foster care in another district may continue to enroll in the prior district without the approval of the board of the prior district. The approval of the board where the student's foster home is located is not required. [Minn. Stat. § 124D.08, subd. 2b](#)

### **14. Can a student enrolled in Postsecondary Enrollment Options (PSEO) full-time at a postsecondary institution (no courses at the high school) be denied open enrollment due to their PSEO participation?**

No, a student's participation in PSEO can have no bearing in the decision to admit or place a student on a waitlist. Districts must make open enrollment decisions solely on the information on the required General Statewide Enrollment Options application form, which limits denials to situations involving grade level capacity and, in certain situations, to currently expelled students. [Minn. Stat. § 124D.03, subds. 1-2](#)

## **Civil Rights Questions**

### **15. What legal and human rights issues would arise with a modified application?**

Modifying and adding fields to the application(s) presents civil rights concerns. The MDE-approved General and VPK/SRP applications comply with the Minnesota Human Rights Act ([Minn. Stat. § 363A.13, subds. 2-4](#)) which specifically protects the rights of Minnesota students in educational settings, including the ways in which schools select, exclude and admit students related to race, color, creed, religion, national origin, sex, age, material status, status with regard to public assistance, sexual orientation or disability.

## **16. Can a district limit enrollment or close some special education services to nonresidents?**

No, districts may not close special education services. Doing so causes federal civil rights issues related to discrimination against students with disabilities and violates the state open enrollment options law. 29 U.S.C. § 794(a) and [Minn. Stat. § 124D.03, subd. 6](#). Districts may close grade levels at grades kindergarten-12 but may not keep a grade level open and then close off certain special education services for that grade.

## **17. Can open-enrolled students qualify for homebound instruction?**

Open enrolled students may receive homebound instruction when students are placed in the home, such as for medical or disciplinary reasons. At times, the nonresident district may contract with another district to serve the student with appropriately licensed teachers. There are multiple laws that would require a district to continue a student's education when placed at home. For guidance, please contact MDE's [Compliance and Assistance](#) division at [mde.compliance-assistance@state.mn.us](mailto:mde.compliance-assistance@state.mn.us) or 651-582-8689.

## **18. Can a student's location be reassigned when special needs are identified?**

The student may be reassigned to a different location, one where the district routinely serves resident students with the same needs and as determined by district policies. If the district alters the student's education program when reassigning the student, this may constitute a change in placement that must be addressed by the student's IEP team. Placement decisions are made on a case-by-case basis, depending on the unique educational needs and circumstances of the student, and based on the student's IEP. 34 C.F.R. §§ 300.114-300.116; Comments to the federal register, 71 Fed. Reg. 46587-46588.

## **19. Can we gender balance applications in admission lotteries?**

No. Taking into account a student's gender – or even having it on the application – violates the Minnesota Human Rights Act. [Minn. Stat. § 363A.13, subds. 1-4](#).

## **Capacity Questions**

### **20. Can our district close a school site to open enrollment?**

Yes. School boards may set capacities for how many students at a particular grade level may be served by a site. [Minn. Stat. § 124D.03, subd. 6](#). Applications received before capacity is reached must be accepted without regard to the individual characteristics of the student, other than grade level. School boards may not close special education services related to any special needs that open enrolled students have.

## **21. If our district runs into unexpected crowding issues, could we move already-enrolled open-enrolled students to other sites so that none of our resident students have to change attendance zones?**

[Minnesota Statutes, section 124D.03, subd. 3](#), explains that when families open enroll they may do so with the understanding of an assignment and acceptance at a particular school or program. The subdivision reads in part, “. . . A particular school or program may be requested by the parent. Once enrolled in a nonresident district, the pupil may remain enrolled and is not required to submit annual or periodic applications. . .” Districts accept open enrollment applications with a long-term view in mind that the student will be there until graduation from high school. Before accepting the application, the district is planning on the student staying at the school site that was requested. If the district is not confident that space will be available to allow this, then before offering an open enrollment spot the district would go to the *parent* preference for second choice. The assumption is also that these students will matriculate with peers into middle and high schools as if they resided in the attendance zone of the school that served them for the lower grade levels.

## **22. When are lotteries needed and how do they work?**

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give enrollment priority to siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality, defined under section 469.1812, subdivision 3, where:

- (1) the student's resident district does not operate a school building;
- (2) the municipality is located partially or fully within the boundaries of at least five school districts;
- (3) the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
- (4) no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established in school district policy, approved by the school board, and posted on the school district's website. [Minn. Stat. § 124D.03, subd. 5a](#)

## **23. How long can a waiting list last and how soon are students placed on one?**

This is a local decision based on the district's board approved policy. The board must adopt, by resolution, specific standards for acceptance and rejection of applications.

## Transportation Questions

### 24. What transportation rights come with open enrollment?

If requested by the parent of a pupil, the nonresident district shall provide transportation within the district. The resident district is not required to provide or pay for transportation between the pupil's residence and the border of the nonresident district. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

At the time a nonresident district notifies a parent or guardian that an application has been accepted under Minnesota Statutes, section 124D.03, subdivision 4 or 5, the nonresident district must provide the parent or guardian with information about where it will transport the nonresident student. [Minn. Stat. § 124D.03, subd. 8](#)

If requested, a nonresident district shall transport a nonresident pupil within its borders and may transport a nonresident pupil within the pupil's resident district. If a nonresident district decides to transport a nonresident pupil within the pupil's resident district, the nonresident district must notify the pupil's resident district of its decision, in writing, prior to providing transportation. [Minn. Stat. § 123B.88, subd. 6](#)

For students who have special transportation written in their Individualized Education Program (IEP), students must receive transportation in conformity with the IEP, which may include transporting the student to and from home, over the district boundary. Special education transportation is a related service and an IEP team decision. 34. C.F.R. §§ 300.17, 300.34 and 300.101.

## Nonresident Agreements Questions

### 25. When are nonresident agreements required?

A student may enroll in a district where the pupil is not a resident outside the open enrollment process through a nonresident agreement. [Minn. Stat. §124D.03, subd. 7\(a\)](#) Nonresident agreements differ from regular open enrollment in that a nonresident agreement must be approved first by the school boards of both the resident district and the nonresident district. [Minn. Stat. § 124D.08, subd. 2](#)

MDE provides an optional [Nonresident Agreement form](#). Districts may use the form, or establish a non-resident agreement in another format, such as an e-mail between superintendents [that indicates board approval by both the resident and nonresident districts](#).

Other exceptions to open enrollment pupil application procedures outlined under [Minnesota Statutes, section 124D.03, subdivision 3](#) also apply:

- If, as a result of entering into, modifying, or terminating an agreement between boards, a pupil is assigned after December 1 to a different school for enrollment beginning at any time, the pupil, the

pupil's siblings, or any other pupil residing in the pupil's residence may submit an application to a nonresident district at any time before July 1 for enrollment beginning the following school year.

- A pupil who becomes a resident of a district after December 1 may submit an application to a nonresident district on January 15 or any time after that date for enrollment beginning any time before the following December 1.
- If the commissioner of education and the commissioner of human rights determine that the policies, procedures, or practices of a district are in violation of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) or chapter 363A, any pupil in the district may submit an application to a nonresident district at any time for enrollment beginning at any time.

In the case of these exceptions, the applicant, the applicant's parent or guardian, the district of residence, and the district of attendance must observe open enrollment procedures outlined in Minnesota Statutes, section 124D.03, subdivisions 3 and 5, except that the application and notice deadlines do not apply. [Minn. Stat. § 124D.03, subd. 7](#)

A family is eligible to complete a General or VPK/SRP Open Enrollment application at the same time they submit a Nonresident Agreement; open enrollment would be effective in the school year following the next January 15 deadline. If applications for that school year exceed spots available, then the family's application would be included in the lottery.

## **26. When are nonresident agreements not used?**

Nonresident agreements cannot be used if either the sending or receiving district participates in the Achievement and Integration Program. There are two exceptions. First, if the district makes an exception to allow enrollment of a student who has not kept a one-year enrollment commitment to another district. [Minn. Stat. § 124D.03, subd. 5](#). Second, if the family's – not the district's – stated preference is a short-term open enrollment in the non-resident district with no interest on the part of the family to stay for subsequent school years.

## **27. Can the nonresident agreement application substitute for the General or VPK/SRP application?**

No, if incorrect paperwork is submitted, it should be re-completed on the correct application.

## **28. Can nonresident agreements circumvent the restrictions on data fields on General or VPK/SRP applications?**

No. Minnesota's Human Rights Act, [Minnesota Statutes, section 363A.13, subdivisions 2-4](#), applies to non-resident agreements as well as standard open enrollment. [Minnesota Statutes, section 124D.03, subdivision 6](#), further limits factors that may be considered in a Minnesota inter-district enrollment options program.

## 29. Can our district limit students enrolled through open enrollment and admit more on Nonresident Agreements?

Based on interpretation, MDE practice is that nonresident agreements are only appropriate for short-term enrollments of a year or less. They may not be used as a way to circumvent the protections and processes outlined in the enrollment options statute or as a means of a year-to-year enrollment of the same student.

[Minn. Stat. § 124D.08](#)

## 30. What happens if a district enrolls a student without a Nonresident Agreement when one was required?

If the student is not enrolled in the district under any of the listed statutes, e.g., open enrollment, agreements between boards, graduation incentives or being placed by the resident district, the student is not eligible to generate funding for the enrolling district. Please note, there may be funding implications if your district does not have a nonresident agreement yet enrolls a student who missed a deadline that did not have a waiver.

## Other Questions

### 31. Can non-state residents participate in the Minnesota Statewide Enrollment Options Program?

The Statewide Enrollment Options Program is a program that allows transfer of students who reside in one Minnesota school district into another Minnesota district. Please note that student residency is determined by parent residency, regardless of where the student is housed. If the student lives in Minnesota, but the parent does not, then residency is most often not going to be in Minnesota. [Minn. Stat. § 120A.22, subd. 3](#) (Some exceptions exist under the [federal McKinney-Vento Act](#) and [Minnesota Statutes, section 124D.08, subdivision 2a](#), for homeless children and youth.) A student must be a resident of Minnesota to transfer to a Minnesota school district through open enrollment or a Nonresident Agreement. Districts may email [marss@state.mn.us](mailto:marss@state.mn.us) with questions.

***Iowa and South Dakota residents.*** Students who live in South Dakota-Minnesota and Iowa-Minnesota border districts may fall under specific border agreements that allow inter-state enrollment other than through the Statewide Enrollment Options Program. See [memorandums of understanding and applications](#) as well as [Minnesota Statutes, sections 124D.04](#) and [124D.05](#).

***Tuition Students.*** Any district may voluntarily choose to admit students who are not Minnesota residents if the family pays tuition. Districts may not allow students, including those of staff, who reside in other states to attend without payment of tuition or a border agreement. [Minn. Stat. § 124D.04, subd. 6](#)

### **32. Can families who are seeking early entrance to kindergarten open enroll?**

Unless a student meets district-established policies for early entrance, children must be age five by September 1 to enroll in Minnesota public school kindergarten programs ([Minn. Stat. § 120A.22, subd. 5](#)). Families who are interested in early entrance need to work with the nonresident district to learn the locally established requirements. Only when the nonresident district determines that those requirements are met, may the General or VPK/SRP application or Nonresident Agreement be used.

### **33. How does an integration district code a student for MARSS?**

All open enrolled students, whether or not either district receives integration funding, are reported with a MARSS State Aid Category (SAC) 01. Students enrolled under a Nonresident Agreement are reported with SAC 11. If the family also completes a General or VPK/SRP application, the students' SAC would change from 11 to 01 in the year that the statewide enrollment option is effective. A student must be a resident of Minnesota to transfer to a Minnesota school district through open enrollment or a Nonresident Agreement. Districts may email [marss@state.mn.us](mailto:marss@state.mn.us) with questions.

### **34. Does Minnesota Statutes, section 124D.03, the Enrollment Options Program statute, apply to charter schools?**

No. Charter schools are governed by Minnesota Chapter 124E, "Charter Schools." Minnesota statutes, section 124E.03, specifically identifies Minnesota laws applicable to charter schools, and Minnesota Statutes, section 124D.03, is not included.

**124D.03 ENROLLMENT OPTIONS PROGRAM.**

Subdivision 1. **Establishment.** (a) An enrollment options program is established to enable any pupil to attend a school or program in a district in which the pupil does not reside, subject to the limitations in this section.

(b) A district may refuse to allow a pupil who is expelled under section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

(1) possessing a dangerous weapon, as defined by United States Code, title 18, section 930, paragraph (g)(2), at school or a school function;

(2) possessing or using an illegal drug at school or a school function;

(3) selling or soliciting the sale of a controlled substance while at school or a school function; or

(4) committing a third-degree assault as described in section 609.223, subdivision 1.

Subd. 2. **Limited enrollment of nonresident pupils.** (a) A board may, by resolution, limit the enrollment of nonresident pupils in its schools or programs according to this section to a number not less than the lesser of:

(1) one percent of the total enrollment at each grade level in the district; or

(2) the number of district residents at that grade level enrolled in a nonresident district according to this section.

(b) A district that limits enrollment of nonresident pupils under paragraph (a) shall report to the commissioner by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

Subd. 3. **Pupil application procedures.** (a) In order that a pupil may attend a school or program in a nonresident district, the pupil's parent or guardian must submit an application to the nonresident district. The pupil's application must identify a reason for enrolling in the nonresident district. The parent or guardian of a pupil must submit a signed application by January 15 for initial enrollment beginning the following school year. The application must be on a form provided by the Department of Education. A particular school or program may be requested by the parent. Once enrolled in a nonresident district, the pupil may remain enrolled and is not required to submit annual or periodic applications. If the student moves to a new resident district, the student retains the seat in the nonresident district, but must submit a new enrollment options form to update the student's information. To return to the resident district or to transfer to a different nonresident district, the parent or guardian of the pupil must provide notice to the resident district or apply to a different nonresident district by January 15 for enrollment beginning the following school year.

(b) A school district may require a nonresident student enrolled in a program under section 125A.13, or in a preschool program, except for a program under section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

Subd. 4. **Achievement and integration district transfers.** (a) This subdivision applies to a transfer into or out of a district that has an achievement and integration plan approved by the commissioner of education under sections 124D.861 and 124D.862.

(b) An application to transfer may be submitted at any time for enrollment beginning at any time.

(c) A pupil enrolled in a nonresident district under an achievement and integration plan approved by the commissioner of education is not required to make annual or periodic application for enrollment but may remain enrolled in the same district. A pupil may transfer to the resident district at any time.

(d) Subdivision 2 applies to a transfer into or out of a district with an achievement and integration plan.

Subd. 5. **Nonresident district procedures.** A district shall notify the parent or guardian in writing by February 15 or within 90 days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten business days whether the pupil intends to enroll in the nonresident district. Notice of intent to enroll in the nonresident district obligates the pupil to attend the nonresident district during the following school year, unless the boards of the resident and the nonresident districts agree in writing to allow the pupil to transfer back to the resident district. If the pupil's parents or guardians change residence to another district, the student does not lose the seat in the nonresident district but the parent or guardian must complete an updated enrollment options form. If a parent or guardian does not notify the nonresident district by the January 15 deadline, if it applies, the pupil may not enroll in that nonresident district during the following school year, unless the boards of the resident and nonresident district agree otherwise. The nonresident district must notify the resident district by March 15 or 30 days later of the pupil's intent to enroll in the nonresident district. The same procedures apply to a pupil who applies to transfer from one participating nonresident district to another participating nonresident district.

Subd. 5a. **Lotteries.** If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality, defined under section 469.1812, subdivision 3, where:

- (1) the student's resident district does not operate a school building;
- (2) the municipality is located partially or fully within the boundaries of at least five school districts;
- (3) the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
- (4) no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established in school district policy, approved by the school board, and posted on the school district's website.

Subd. 6. **Basis for decisions.** The board must adopt, by resolution, specific standards for acceptance and rejection of applications. Standards may include the capacity of a program, excluding special education services; class; or school building. The school board may not reject applications for enrollment in a particular grade level if the nonresident enrollment at that grade level does not exceed the limit set by the board under

subdivision 2. Standards may not include previous academic achievement, athletic or other extracurricular ability, disabling conditions, proficiency in the English language, previous disciplinary proceedings, or the student's district of residence, except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program.

Subd. 7. **Exceptions to deadlines.** Notwithstanding subdivision 3, the following pupil application procedures apply:

(a) Upon agreement of the resident and nonresident districts, a pupil may submit an application to a nonresident district after January 15 for enrollment beginning the following school year.

(b) If, as a result of entering into, modifying, or terminating an agreement between boards, a pupil is assigned after December 1 to a different school for enrollment beginning at any time, the pupil, the pupil's siblings, or any other pupil residing in the pupil's residence may submit an application to a nonresident district at any time before July 1 for enrollment beginning the following school year.

(c) A pupil who becomes a resident of a district after December 1 may submit an application to a nonresident district on January 15 or any time after that date for enrollment beginning any time before the following December 1.

(d) If the commissioner of education and the commissioner of human rights determine that the policies, procedures, or practices of a district are in violation of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) or chapter 363A, any pupil in the district may submit an application to a nonresident district at any time for enrollment beginning at any time.

For exceptions under this subdivision, the applicant, the applicant's parent or guardian, the district of residence, and the district of attendance must observe, in a prompt and efficient manner, the application and notice procedures in subdivisions 3 and 5, except that the application and notice deadlines do not apply.

Subd. 8. **Transportation.** If requested by the parent of a pupil, the nonresident district shall provide transportation within the district.

The resident district is not required to provide or pay for transportation between the pupil's residence and the border of the nonresident district. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the pupil is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

At the time a nonresident district notifies a parent or guardian that an application has been accepted under subdivision 4 or 5, the nonresident district must provide the parent or guardian with the following information regarding the transportation of nonresident pupils under section 123B.88, subdivision 6.

Subd. 9. **Credits toward graduation.** A nonresident district shall accept credits toward graduation that were awarded by another district. The nonresident district shall award a diploma to a nonresident pupil if the pupil meets its graduation requirements.

Subd. 10. **Information.** A district shall make information about the district, schools, programs, policies, and procedures available to all interested people.

Subd. 11. **General education aid.** Adjustments to general education aid for the resident and nonresident districts shall be made according to section 127A.47, subdivision 7.

Subd. 12. **Termination of enrollment.** A district may terminate the enrollment of a nonresident student enrolled under this section or section 124D.08 at the end of a school year if the student meets the definition of a habitual truant under section 260C.007, subdivision 19, the student has been provided appropriate services under chapter 260A, and the student's case has been referred to juvenile court. A district may also terminate the enrollment of a nonresident student over the age of 17 enrolled under this section if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under section 120A.22, subdivision 8.

**History:** 1988 c 718 art 7 s 8; 1989 c 222 s 1,2; 1989 c 329 art 9 s 1-3; 1990 c 562 art 6 s 1,2; 1991 c 130 s 1,2; 1991 c 265 art 2 s 1; art 3 s 38; art 9 s 1; 1992 c 499 art 9 s 1; 1993 c 224 art 2 s 1; art 13 s 1; 1Sp1995 c 3 art 16 s 13; 1997 c 7 art 1 s 43; 1Sp1997 c 4 art 1 s 1; art 5 s 1-4; 1998 c 397 art 1 s 9-14,58; art 11 s 3; 1998 c 398 art 5 s 55; 1999 c 139 art 4 s 2; 1999 c 241 art 9 s 25; 2000 c 489 art 6 s 16; 1Sp2001 c 6 art 2 s 19; 2003 c 130 s 12; 1Sp2003 c 9 art 12 s 8; 2013 c 116 art 3 s 21; 2014 c 272 art 3 s 24-28; 2016 c 189 art 25 s 32; 1Sp2017 c 5 art 2 s 27; 2023 c 55 art 2 s 43,44

## **203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING**

### **I. PURPOSE**

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

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

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

### **III. ORDER**

- A. The school board shall conduct an orderly school board meeting.
- B. The public comment period shall be available for 30 minutes prior to each regular business meeting in accordance with Policy 206 and 206A.
- C. The school board will, at all regular school board meetings, follow an agenda order similar to:
  1. Call to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Adoption of Agenda
  5. Regular Business
    - 5.a. Approval of Minutes
    - 5.b. Accept Business Office Report
    - 5.c. Approval of Consent Agenda
  6. Informational Items  
(Items in this order may be considered as part of a consent agenda.)
  7. Action Items
  8. Future Meetings
  9. Adjournment.

- D. The school board may depart from the order of business with the consent of the majority of members present.

**Legal References:** Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

**Cross References:** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)

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



# Wrenshull Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

April 8, 2024

I, \_\_\_\_\_, introduce the following resolution and move for its adoption:

## RESOLUTION FOR ACCEPTANCE OF DONATIONS

WHEREAS the following have been generously donated:

<u>Amount/Value of Item</u>	<u>Donor</u>
\$1000 for the Father-Daughter Ball	Brick's Pub and Grub
\$200 for the Father-Daughter Ball	Parson's Electric (PEC)
\$100 for the Father-Daughter Ball	Brickyard Restaurant
\$100 for the Father-Daughter Ball	Kwik Trip
\$100 for the Father-Daughter Ball	Silverbrook Township
\$100 for the Father-Daughter Ball	Wrenshull Volunteer Fire & Rescue Department

\_\_\_\_\_ duly seconded the motion for adoption of the foregoing resolution.

**Voting in favor of the resolution:**

**THEREFORE, BE IT RESOLVED by the Wrenshall Board of Education to gratefully accept these gifts.**

**The foregoing resolution was approved on:  
April 8, 2024**

**SCHOOL BOARD OF INDEPENDENT DISTRICT 100**

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**District Clerk**