

Work Session  
Thursday, September 5, 2024 6:00 PM Central

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

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

1. Call to Order
2. Preview of Regular Meeting Agenda for September 9
  - 2.a. Board Committee Reports
3. Strategic Planning
  - 3.a. Analysis of Enrollment Projections
  - 3.b. Review Potential Memoranda of Understanding For Employment Groups
  - 3.c. Carlton-Wrenshall Sports Cooperative Oversight
  - 3.d. Development of District Organizational Chart
    - 3.d.1. Community Education Leadership and Staffing
      - 3.d.1.a. Facilities Reservation Procedures
  - 3.e. Analysis of Career and Technical Education Processes and Procedures
  - 3.f. Retention Protocol for District Property of Historical Significance
4. Adjournment

**CONTRACT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 100  
WRENSHALL, MINNESOTA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 545**

**JULY 1, 2024 – JUNE 30, 2026**

## **ARTICLE I PURPOSE**

### Section 1. Parties:

THIS AGREEMENT is entered into between the School Board of Independent School District No. 100, Wrenshall, Minnesota, hereinafter referred to as the School Board, and Local No. 545, A.F.S.C.M.E., local organizational representative with exclusive representative status, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodians, cooks, and bus drivers.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### Section 1. Recognition:

In accordance with the PELRA, the School Board recognizes Local #545, AFSCME, local organizational representative with exclusive representative status, as the exclusive representative for custodians, cooks and bus drivers, employed by Independent School District No. 100, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

### Section 2. Appropriate Unit:

The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement, and the PELRA, and in certification by the Commissioner of the Bureau of Mediation Services, if any.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees, that do not conflict with this Contract. "Terms and conditions of employment" are subject to the provisions of PELRA.

### Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term non-certified employee shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, secretaries, bookkeepers, part-time employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days or one hundred (100) working days for students under age 22 in any calendar year, and emergency employees (179.03, Subd. 13F).

### Section 3. School District:

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other terms:

Terms not defined in this Agreement will have those meanings as defined by the 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 of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the 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 opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School 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 of Managerial Rights:

The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V  
EMPLOYEE RIGHTS**

Section 1. Right to View:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Dues:

- A. The District shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction. The deduction of dues shall commence 30 working days after initial employment with the Employer.
- B. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail.
- C. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.
- D. Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose to become Fair Share members of the Union. Any such fees shall be collected in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.

Section 3. In-Service Training:

The School District may require one (1) or more custodians and kitchen staff to attend one (1) or more workshops each year. Wages, tuition and travel expenses are to be paid by the School District for District assigned training, including servsafe training. Employees will voucher time with the Business Manager.

**ARTICLE VI  
RATES OF PAY**

Section 1. Rates of Pay:

The wages and salaries reflected in Appendix A attached hereto shall be a part of the Agreement for the period commencing July 1, 2024 to June 30, 2026.

Section 2. Wages and Job Classifications (yearly):

- A. The District shall employ at least two (2) full-time custodian positions. The District may employ temporary, seasonal or student workers on a temporary basis when such positions do not exceed sixty-seven (67) days in a calendar year.
- B. The evening shift custodian shall be paid an additional \$.75 per hour for each hour worked between 3:00 pm and 7:00 am. This position will alternate from one custodian to another on a weekly basis. Shift differential pay will only be paid during the regular school year. There will be no shift differential pay during the summer. The evening shift custodian may be responsible for assigning duties and work load to other custodians and inform the Director of Building and Grounds of any of the happenings on their evening shift.
- C. If the Head Custodian is gone, if needed in its opinion, the District may select a custodian or housekeeper to temporarily fill the Head Custodian role and it will pay the custodian or housekeeper at the grade of the Head Custodian and step of the substitute, for the duration of the leave. However, this provision shall not infringe on the District's inherent right to hire a Head Custodian of its choice, or to restructure the head custodian position and leave it vacant.
- D. If a custodian is gone for more than three (3) days, the custodian duties will be offered to housekeepers in order of seniority. When assuming those duties the housekeeper will be paid at the grade of custodian and step of the substitute for the duration of their leave.
- E. Custodians will receive a call-in minimum time of one (1) hour. The first right of refusal for call-ins will be offered to the most senior qualified employee. If the employee does not answer on the first call, then the employer can move to the next qualified employee.
- F. Lead Bus Driver will be paid at an hourly rate and will work a minimum of one (1) hour per day. In addition, the lead bus driver will receive an annual stipend of \$8,000 to be divided over 9 equal months of pay. After July 1st, 2025, this stipend will increase to \$8,250.
- G. The Lead Custodian shall be paid at Grade 5. Upon completion of Special Boiler's License the Lead Custodian shall be paid at Grade 6. Upon completion of Class 2-C Boiler's License the Lead Custodian shall be paid an additional \$0.50/hr. Upon completion of Class 2-B Boiler's License the Lead Custodian shall be paid an additional \$1.00/hr. Any required training, for example lead training or HVAC training, shall be at the District's expense. A custodian requesting to better their skills can have the opportunity to work towards a Boiler's License. The Board agrees to allow one custodian at a time to have this opportunity. If a custodian receives their Boiler's License there will be a grade level adjustment in pay. The school board will pay for the staff development fees associated with it.

Cooks will receive a call-out minimum of \$15.00. When their rates of pay and hours of work equal the \$15.00, they will revert to their regular hourly rate. When the hours of work exceed forty (40) hours per week, the time and one-half (1-1/2) provisions of the statute shall prevail.

### Section 3. Extra Trips and Extracurricular Trips:

- A. Extra trips and extra-curricular trips shall be paid at \$20.00 per hour. All extra trips and extra-curricular trips will include one-half (1/2) hour allowed for the driver to prepare, fuel, and clean the bus. This amounts to fifteen (15) minutes before and fifteen (15) minutes after return. Drivers will record the actual time of each trip.
- B. If an extracurricular trip causes a driver to miss their regular run, the driver shall be compensated for their regular route at regular pay. Should the extra-curricular trip run last longer than the driver's regular route, the extra time shall be paid at the extra-curricular trip rate (\$20.00/hr). In the interest of the safety and security of the students, no driver shall leave an extracurricular run to drive their regular route unless previously arranged by the Lead Bus Driver.
- C. Trips without a chaperone will be paid at the drivers regular rate for the first hour, every hour after that is paid at the normal extracurricular rate for each trip. There is a minimum of one hour per trip.

#### Section 4.

Bus drivers shall be compensated for meals, with receipt, when driving through a meal period. This will not be paid when a driver receives a free meal.

#### Section 5.

For the 2024-2025 School year, van routes shall be paid as follows:

The Special Education run (Type III Vehicle) shall be paid at the rate of \$0.92 per mile. The minimum run amount shall be \$19.38. Bus Drivers shall have first option to drive a Special Education Run.

For the 2025-2026 School year, van routes shall be paid as follows:

The Special Education run (Type III Vehicle) shall be paid at the rate of \$0.94 per mile. The minimum run amount shall be \$19.77. Bus Drivers shall have first option to drive a Special Education Run.

#### Section 6.

The School District shall have the right to have bus drivers drive only their regular route during the first four (4) days of school, if it is deemed necessary.

#### Section 7.

Employees required to attend special meetings by the administration will be paid their regular hourly wage, with a minimum of 1 hour and a maximum of 3 hours. Negotiation meetings are excluded.

#### Section 8.

When the Head Cook is absent, the Assistant Cook shall be paid at the same grade classification of the Head Cook using the current step of the Assistant Cook.

#### Section 9.

The District shall provide a minimum of 2 weeks' advance notice of an extra trip. Such notice shall include the trip's itinerary, directions, and an adult chaperone. If a trip is

canceled with less than twenty-four (24) hours' notice for reasons other than bad weather, the bus driver shall be paid for the anticipated length of the trip and the time allotted to prepare, fuel, and clean the bus.

## **ARTICLE VII GROUP INSURANCE**

### Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the School Board District as provided by law.

### Section 2. Health and Hospitalization Insurance:

#### Subd. 1. Single Coverage:

During the term of this Agreement, the School District shall contribute \$625.00 per month toward the premium for individual coverage for full time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

#### Subd. 2. Family Coverage:

During the term of this Agreement, the School District shall contribute \$1050.00 per month toward the premium for family coverage for all full time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

#### Subd. 3. Life Insurance:

Employees shall receive \$20,000 life insurance coverage. Premium will be paid by the Board.

#### Subd. 4. HSA Contribution:

The employer is to provide a plan with a Health Care Savings Account, and will contribute \$450 to the employee's HSA each year.

#### Subd. 5. Dental Contribution:

During the term of this Agreement, the School District shall contribute the following toward the premium for full time employees who qualify for and are enrolled in the School District Dental Plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- Employee (Employer pays 100% of Premium)
- Employee + Spouse (Employer pays 75% of the premium)
- Employee + Child(ren) (Employer pays 75% of the premium)
- Family (Employer pays 75% of the premium)

### Section 3. 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 4. Duration of Insurance Contributions:

An employee is eligible for School District Contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day. Employee shall be allowed to continue coverage as per COBRA.

Section 5.

Full benefits provided in this Article are designed for full time personnel, defined as employees who work thirty (30) hours or more per week during the school year. Part-time employees, defined as employees who work less than 30 hours per week during the school year, shall be entitled to a pro-rated contribution to the health insurance premium based on the percentage of 30 hours per week that they work during the school year. All hours worked within the District shall apply.

Section 6.

District to establish District-wide Health Insurance Committee that will be made up of labor and management. An AFSCME member will be invited to this committee.

**ARTICLE VIII  
LEAVES OF ABSENCE**

Section 1. Earned Sick and Safe Time (ESST)

Subd. 1.

Starting September 1st, 2024. A regular employee shall earn ESST leave at a rate of 1.34 days for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. This will comply with Minnesota Statutes, section 181.9447.

Subd. 2.

Unused sick leave and ESST days may accumulate to a maximum of one hundred forty (140) days of sick leave / ESST total per employee.

All time accrued before September 1, 2024 shall remain sick time without the expanded definition of ESST. Unused sick leave days will have a maximum of one hundred forty (140) days of sick / ESST leave per employee.

Subd.3.

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413 an employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average number of hours per week equal to one-half the full time equivalent position in the employee's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those twelve (12) months, may use sick leave to absences due to an

illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

Subd. 4.

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

1. Grant any leave more than twelve (12) months in duration
2. Permit the employee to return to employment prior to the date designated in the request for child care leave

Subd. 5.

An employee returning from childcare leave shall be re-employed in a position for which qualified unless previously discharged or placed on an unrequested leave.

Subd. 6.

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

Subd. 7.

Leave under this section shall be without pay or fringe benefits. An employee shall be allowed to substitute sick, vacation or personal leave for F.M.L.A.

Subd. 8.

An employee may use available sick leave to care for an ill spouse upon advance approval of the Superintendent.

Subd. 9.

- A. ESST shall be allowed whenever an employee'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. Employees 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.
- B. When permissible by law, the School District may require an employee 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 employee 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.
- C. Employees 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.
- D. Approved ESST leave shall be deducted from the accrued ESST hours earned by the employee.

## Section 2. 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 three hundred (300) miles distance.

### Subd. 2.

A maximum of five (5) days will be granted, if necessary, for death in the immediate family of employee or spouse. This applies to attendance of a funeral over three hundred (300) miles distance.

### Subd. 3.

The immediate family shall be defined as: husband, wife, children, grandchildren, father, mother, brother, sister, step-parents and step-children.

### Subd. 4.

Any time taken for death benefit will be deducted from an employee's accumulative sick leave.

## Section 3. Personal Business:

### Subd. 1.

A maximum of three (3) days will be allowed for personal business of a 12 month employee. A maximum of two (2) days will be allowed for personal business of a 9 month employee. Each day of personal business leave may be lenient upon advance approval of the Superintendent. Employees shall be paid for their personal days for the average number of hours they are regularly scheduled to work per day. Unused personal days may accumulate up to five (5) days and may be carried over to the following year not to exceed five (5) days total.

## Section 4. Worker's Compensation:

### Subd. 1.

Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

### Subd. 2.

A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

Subd. 3.

Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4.

In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5.

An employee who is absent from work as a result of an injury compensable under the Workmen's Compensation Act who elects to receive his sick leave or vacation pay pursuant to this policy shall submit his Workmen's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his absence.

## **ARTICLE IX HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Year:

The regular work year shall be prescribed by the School District each year for regular employees.

Section 2. School Closing:

In the event of an emergency closing due to weather conditions or other type of emergency, the employee shall perform duties on the 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 the district does not require a days 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 3. Shifts and Starting Times:

All employees will be assigned starting times and shifts as per Section 6 below. Should the District have a need to alter a shift on a short term basis, the District shall give the employee affected a minimum of one (1) week notice of the change. Any changes shall be rotated among eligible employees.

Section 4. Bus Mechanic:

Drive bus morning route; work in garage, and drive afternoon route; drive runs if needed during the day if not repairing buses. One (1) hour for lunch; one-half (1/2) hour for breaks for a nine (9) month period. Work on buses first two (2) weeks in June and last two (2)

weeks in August, eight (8) hour days. Same holidays as full time employees when working.

Section 5. Bus Drivers:

The regular workweek shall consist of twelve and one half (12-1/2) hours per week, or two and one half (2-1/2) hours per day for five (5) days. Time worked beyond twelve and one half (12-1/2) hours but less than forty (40) hours per week shall be compensated at the regular hourly rate of pay. All trips will include a half-hour allowed for the driver to prepare, fuel and clean the bus.

Section 6. Night and Day Custodian; Housekeeper:

Hours will be as follows; however, it is recognized that the head custodian or District Superintendent may alter these hours to accommodate special events and work considerations:

7:00 a.m. to 3:00 p.m.	Daytime Custodian
3:00 p.m. to 11:00 p.m.	Nighttime Custodian
3:00-7:00 p.m. & 7:00-11:00 p.m.	Housekeeper

During non-school days, head custodian or District Superintendent may have all custodians and housekeeper on a daily shift, except in the event of emergencies or construction or remodeling.

Section 7. Cooks:

No set hours of work. They shall work the time required to perform the duties of the job. Days of work include all days school is in session and school breakfast/lunch is served and workshop days at the beginning and end of the school year (the same as the teacher calendar), to open and close the kitchen.

Section 8.

The assistant cook shall be given one (1) additional work hour per week for cleaning purposes.

Section 9. Overtime:

Time and one-half (1-1/2) shall be paid for all hours worked over forty (40) hours per week. Both the School District and the exclusive representative recognize that the School District has contracted with the Union to perform the bargaining unit work and at times overtime will be required to perform this work. Overtime will be offered on the basis of seniority to qualified personnel, but can be required on the inverse order of seniority of qualified personnel.

Section 10. Interdistrict Transportation:

For interdistrict transportation needs, drivers transporting students will receive their regular route pay, with a minimum of 1 hour of pay.

**ARTICLE X  
HOLIDAYS**

Section 1. Paid Holidays:

Regular employees shall be granted the following paid holidays:

- |                       |                      |
|-----------------------|----------------------|
| a. New Year's Eve Day | g. Independence Day  |
| b. New Year's Day     | h. Labor Day         |
| c. President's Day    | i. Thanksgiving Day  |
| d. Good Friday        | j. Christmas Eve Day |
| e. Memorial Day       | k. Christmas Day     |
| f. Juneteenth         |                      |

Employees shall be paid holiday pay for the average number of hours they are regularly scheduled to work per day.

Section 2. Holidays and Weekends:

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any one of the above holidays falls on a Sunday, the following day shall be a holiday.

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.

Section 4. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Application:

In order to be eligible for holiday pay, an employee must have worked a regular workday before and after the holiday unless on an excused illness, leave or on vacation under these provisions.

**ARTICLE XI  
VACATIONS**

Section 1. Benefits:

Twelve (12) month employees shall earn vacation on the following basis:

- |                 |                          |
|-----------------|--------------------------|
| 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:

Request for vacation time must be submitted to the employee's supervisor at least one (1) month prior to desired date of vacation or sooner if possible. Employees shall be

notified within seven (7) days of approval or denial of their request. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority.

Section 3. Vacation Accrual:

The maximum carry over of vacation from one year to the next shall be ten (10) days unless a greater number is approved by the Superintendent prior to June 15. The District shall pay out unused vacation in excess of the amounts carried over as of June 15 at the appropriate grade and years of service.

Subd. 1.

Vacations shall be determined as of the employee's anniversary date of hire. Employee shall not be entitled to use vacation until they have completed one (1) full year of service.

Subd. 2

If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance written notice of the resignation time.

## **ARTICLE XII CONDITIONS OF EMPLOYMENT**

Section 1. Probationary Period:

The probationary period for new employees shall be one hundred thirty (130) working days.

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 the new classification is unsatisfactory, the School district shall have the right to reassign the employee to the former classification. If during the three (3) month period the employee determines they are not qualified, they shall be allowed to return to their previous position.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharge only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Physicals:

The school physical is required to each new employee entering the school system. A bi-annual physical is required for bus drivers. Cost of the required physical shall be paid by the School District. All physicals will be given at a location designated by the School District.

Section 5. Drug Testing:

Any employee whose position requires them to transport students will be subject to random drug testing. Such testing will be at no cost to the employee, and the employee shall be compensated at their regular rate of pay for the time to take the test, not to exceed two (2) hours.

## **ARTICLE XIII SENIORITY**

### Section 1.

Seniority shall be departmental.

### Section 2. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District, based on the employee's date and time of acceptance of the position. If seniority is still not determined, it shall be determined by chance. The employee's seniority shall not be diminished by a temporary layoff. For the purpose of calculating vacation or any benefits based on seniority, the employee's original starting date with the School District shall apply.

### Section 3.

Should it become necessary to reduce the workforce due to the lack of work, the principle of seniority shall be recognized and applied. A qualified employee within a department having the greatest length of service shall be last laid off and the first called back to work. The employee's right to be called back to work shall expire two (2) years following the date of his or her layoff.

### Section 4.

For the purpose of promotions and filling the job vacancies or new positions, seniority shall be maintained by job classifications.

### Section 5.

The seniority list shall be posted and kept up to date by the School District annually. A copy of the up-to-date list shall be made available to the local union upon request. Said seniority list shall contain the name and starting date of each employee.

### Section 6.

When any position is abolished, the employee whose position is abolished may displace any employee having less seniority, providing he or she is qualified to fill the position within their own department.

### Section 7.

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards in all three departments, as well as delivered to the employee and department email addresses most recently designated by the Union, and employees shall be given

seven (7) working days time in which to make application to fill said vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. The notice shall state the prerequisites for the position to be filled. Each interested employee shall apply for the vacancy or new position, in writing, and only those applicants who meet the prerequisites will be considered for the job. Those employees oldest in seniority shall be given preference in making promotions and filling job vacancies, provided the qualifications of the applicants are equal.

#### Section 8.

When vacancies occur, the head supervisor in each department is authorized to fill the vacancies temporarily during the period required to post bulletin and receive and pass on the bids for the position. Interviews shall include the heads of the department for which a vacancy or newly created position is being filled. However, this section shall not infringe on the District's right to hire the candidate of its choice.

#### Section 9. Assignment of Bus Runs:

1. All regular routes, including the Special Education route, are subject to the seniority clauses each August before the start of the school year (only if routes are altered) or when a vacancy occurs and results in a change in pay. Each driver will be given his or her route and time prior to the beginning of the school year. If a route is altered the route will be timed by the supervisor to determine pay.
2. All extra routes shall be distributed by seniority. A bus driver shall have no more than one extra route, unless there is a rejection by all other drivers. An extra route that occurs during the day (i.e. between the hours of 7:00 a.m. and 4:30 p.m.) shall normally be driven by either the bus supervisor or the bus mechanic. If the bus supervisor or bus mechanic cannot drive an extra route during the day, it shall be distributed by seniority on a rotating basis to all other drivers.
3. All extra curricular trips shall be assigned by seniority on a rotating basis. The bus supervisor shall keep a roster for all extra curricular trips. This roster will then be arranged by seniority, starting with the most senior driver down to the least senior driver. Only bargaining unit drivers shall be allowed to take extra curricular runs, unless otherwise agreed upon by the Union. The Union will not unreasonably deny request by the supervisor to drive extra curricular trips. This roster shall be posted in the bus garage and kept up to date. All known extra curricular trips will be posted a month in advance with drivers assigned according to the roster. If a driver cannot take an extra curricular trip, whomever is next on the second roster shall have the next option to drive. When the first driver elects or declines an extra curricular or unscheduled extra trip, the driver's name shall be moved to the bottom of the list. The next trip shall be offered to the driver whose name now appears at the top of the roster. This rotation shall continue for the entire school year. In the event no driver desires an extra curricular or unscheduled extra trip, the trip can be assigned to a driver who is outside the bargaining unit, or if necessary, the least senior driver shall be obligated to take the trip.
4. In the event of short notice (less than 48 hours) to the scheduler about a route, the scheduler will offer, through text message, by seniority to each driver the trip. Each driver will have 10 minutes to respond before the scheduler moves on.

### **ARTICLE XIV**

## **GRIEVANCE PROCEDURE**

### Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

### Section 2. Representative:

The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

### Section 3. Definitions and Interpretation:

#### Subd. 1 Extension:

Time limits specified in this Agreement may be extended by mutual agreement.

#### Subd 2. Days:

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by 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 is personally served or if it bears a certified postmark of the United States Postal Service 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's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such a 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 the alleged grievance informally between the employee and the employee's immediate supervisor.

### Section 5. Adjustments of Grievance:

The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

#### Subd. 1. Level I:

If the grievance is not resolved through informal discussion, the employee's immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

#### Subd. 2. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) 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 ten (10) 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 District, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School District, the School District 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 District 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.

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Subd. 4. Level IV:

In all cases, when a grievance or dispute is submitted to the provisions of Level III and remains unresolved, the parties hereto agree that within ten (10) days after Level III, the parties shall submit to the Director of Mediation a request for a list of names for the purpose of the parties to select one (1) of the names as the arbitrator. Upon receiving such a list, the method of selection shall be by virtue that each of the parties shall eliminate one (1) name at a time until one (1) name remains. The remaining name shall be the arbitrator who shall make his decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expenses of the arbitrator shall be shared equally by the parties of this Agreement.

The method in striking the names submitted for arbitration: the grieving party shall strike the first name. The parties agree that an arbiter's authority, although binding to both, is limited to the actual grievance and past practice and has no power to amend or modify any of the provisions of the existing agreement, but to interpret those articles of the agreement which affect the grievance.

Section 6.

Duly authorized representatives of the Union shall have the right to accompany the Union grievance committee in the discussions or adjustments of any and all grievances and on any and all steps.

## **ARTICLE XV DISCIPLINE AND DISCHARGE**

### Section 1.

The Employer maintains the right to discipline and/or discharge any employee for just cause or any legitimate reason. An employee shall have the right to dispute such as disciplinary actions in accordance with the grievance procedure.

### Section 2.

It is mutually understood that, in establishing, implementing, and administering discipline procedures, that the concept of "progressive discipline" shall prevail; although it is recognized that there are some offenses which may in extreme instances, require more stringent discipline than the normal progression. The normal progression includes:

1. Oral Reprimand
2. Written Reprimand
3. 1 Day Suspension
4. 2 Day Suspension
5. Discharge

### Section 3.

An employee may be suspended or discharged immediately, without the progressive discipline as outlined above, for any of the following examples:

1. Insubordination
2. Failure to report to work without reason
3. Possession of, or being under the influence of, any alcoholic beverage or any type of dependency drugs during work hours
4. Theft from the School District, students or other employees
5. Abusive actions to minors

### Section 4.

The salary of the employee may be suspended during the period of time in which the investigation or hearing for discharge or suspension occurs or during which time notice has been given. The employee's name shall not be removed from the payroll until such time as all grievance and arbitration provisions of this Agreement have been exhausted. If as a result of such process, an employee is exonerated and has suffered any loss of pay or benefits, said employee shall be reimbursed for such loss and shall have his/her record cleared of all reference.

### Section 5.

Oral and Written Reprimands will be expunged from a member's personal record if no similar offenses occur within a 9 month period.

## **ARTICLE XVI GENERAL PROVISIONS**



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 in part from the 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 agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the courts.

### **ARTICLE XVIII SEVERANCE PAY**

A full time employee, (one who works 1,000 hours or more per year) upon retirement, shall receive \$70.00 per day of accrued unused sick leave to a maximum of sixty (60) days. In addition, they will receive a lump sum payment of \$3,000.00. A part-time employee (one who works less than 1,000 hours per year) upon retirement, shall receive \$50.00 per day of accrued unused sick leave to a maximum of sixty (60) days. In addition, they will receive a lump sum payment of \$1,500.00.

In order to be eligible for the above stated severance pay, a full time or part-time employee must be at least 55 years of age and have worked within Wrenshall School District for at least fifteen (15) years or have worked within the Wrenshall School District for at least twenty five (25) years with no age requirement, retroactive to July 1, 2002.

In the event of an employee's death, said benefit shall be paid to the employee's beneficiary.

The District shall implement, on 07/01/2018, 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 employee cap of \$20,500.00 on District contributions. Yearly matching amounts paid by the District shall be limited to a maximum amount as shown:

Years	Maximum Matcher Per Year
1-5	No Match
6-10	\$250.00
11-15	\$350.00
16-20	\$450.00

21 and up

\$550.00

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

All employees hired after 07/01/2018 will no longer be eligible for Severance Pay. For those employees hired prior to this date, if the Districts 403(b) contribution does not deplete the Severance Pay calculated in Article XVIII, the remaining amount of Severance Pay will be paid at the time of retirement.

## **ARTICLE XIX DURATION**

### Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend the Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

### Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

### Section 3. Finality:

Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

### Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR:  
LOCAL 545, AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO

FOR:  
INDEPENDENT SCHOOL DISTRICT  
NO. 100  
WRENSHALL, MINNESOTA

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Lisa Jurek, President

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Chairperson

---

Secretary

---

Clerk

---

Tom Whiteside, AFSCME Representative

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Chief Board Negotiator

Dated June 12th, 2024

Dated June 12th, 2024

### **SALARY SCHEDULE**

Effective July 1, 2024, all employees shall receive a two percent (2%) wage increase, with retro pay if applicable. Bus drivers and lead bus driver shall receive \$29.94 per hour.

Effective July 1, 2025, all employees shall receive a two percent (2%) wage increase, with retro pay if applicable. Bus drivers and lead bus driver shall receive \$30.54 per hour.

**JULY 1, 2024 – JUNE 30, 2025 WAGE SCALE**

2024-2025 GRADE	START	END OF PROBATION	1	2	3	4
10	\$21.49	\$21.89	\$22.26	\$22.70	\$23.11	\$24.93
9	\$20.75	\$21.16	\$21.55	\$21.82	\$22.37	\$24.08
8	\$20.07	\$20.42	\$20.79	\$21.19	\$21.81	\$23.54
7	\$19.34	\$19.88	\$20.42	\$21.00	\$21.59	\$23.29
6	\$18.65	\$19.17	\$19.66	\$20.20	\$20.75	\$22.42
5	\$17.89	\$18.43	\$18.92	\$19.41	\$19.95	\$20.87
4	\$17.20	\$17.82	\$18.45	\$19.17	\$19.59	\$20.29
3	\$15.19	\$15.72	\$16.32	\$16.90	\$17.47	\$17.95
2	\$13.15	\$13.67	\$14.11	\$14.62	\$15.17	\$15.62
1	\$11.17	\$11.55	\$11.96	\$12.35	\$12.79	\$13.24

**JULY 1, 2025 – JUNE 30, 2026 WAGE SCALE**

2025-2026 GRADE	START	END OF PROBATION	1	2	3	4
10	\$21.92	\$22.33	\$22.70	\$23.16	\$23.57	\$25.43
9	\$21.16	\$21.58	\$21.98	\$22.26	\$22.81	\$24.56
8	\$20.47	\$20.83	\$21.21	\$21.62	\$22.25	\$24.01
7	\$19.73	\$20.27	\$20.83	\$21.42	\$22.03	\$23.76
6	\$19.02	\$19.55	\$20.05	\$20.61	\$21.16	\$22.87
5	\$18.24	\$18.80	\$19.30	\$19.80	\$20.35	\$21.28
4	\$17.54	\$18.18	\$18.82	\$19.55	\$19.98	\$20.70
3	\$15.49	\$16.03	\$16.64	\$17.23	\$17.82	\$18.31
2	\$13.42	\$13.95	\$14.39	\$14.91	\$15.47	\$15.93
1	\$11.40	\$11.78	\$12.20	\$12.59	\$13.05	\$13.50

Career Increment Pay: All employees shall receive an additional monthly amount as follows:

15th-25th year                   \$50.00  
 26th year and thereafter   \$75.00

**CURRENT POSITION GRADE ASSIGNMENTS**

Head Cook                   Grade 6

Lead Custodian (with certification) Grade 6  
Lead Custodian Grade 5  
Custodian Grade 4  
Assistant Cook Grade 3  
Housekeeper Grade 1

### **Letter of Understanding**

Once construction is complete, the employer agrees to hire a qualified and experienced consultant to determine how many custodians and how many hours it will take to appropriately clean the Wrenshall School.



# Wrenshaw Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

September 9, 2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between [Independent School District 100] (“Employer”) and [AFSCME, AFL-CIO, Local Union No. 545] (“Union”), collectively referred to hereinafter as “the parties” is entered into on this 9<sup>th</sup> day of September, 2024. This MOU sets forth the terms that the Parties have agreed upon to temporarily set custodian work shifts and schedules.

Whereas, the Parties recognize both the inherent managerial right to match work shifts with school needs and the impact on the personal schedules and workloads of employees.

1. The intent of the MOU is to temporarily modify ARTICLE IX, Sections 3 and 6 of the current Collective Bargaining Agreement (CBA) to create schedules that align with current staffing levels and the flexibility needed to best serve the school community and its programs.
2. All custodial staff members, the local Union representative, and the principal will provide input regarding the work schedules and shifts during regular Building and Grounds Department meetings. If a consensus is not reached, the superintendent will exercise the Employer’s inherent managerial rights to set the short-term schedule. The schedule will be modified as often as necessary to meet the needs of the school community.

**Duration.** This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current CBA between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA unless expressly identified as such. This MOU will sunset on June 30, 2025, unless the Parties agree to extend in writing.

**For the Employer:**

**For the Union**

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# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

August 21st, 2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between [Independent School District 100] (“Employer”) and [Wrenshall Principal Association] (“Union”), collectively referred to hereinafter as “the parties” is entered into on this 21st Day of August, 2024. This MOU sets forth the terms that the Parties have agreed upon to temporarily facilitate legislative updates for Earned Sick and Safe Time (ESST) due to take effect January 1, 2025.

Whereas, the Parties recognize the value of synchronizing human resources logistics at the start of a new school year with the pending legislative changes:

1. The intent of the MOU is to supplement the current Collective Bargaining Agreement (CBA) to address legislative changes due to take effect within the term of the current CBA.

### Article VIII. Leaves of Absence

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

Subd. 6. All sick leave earned prior to January 1, 2024, will be administered in accordance with the Collective Bargaining Agreement (CBA) in place on that date.

Subd. 7. All sick leave and ESST leave accrued after January 1, 2024, will be collectively administered by the District in accordance with modified statutory guidelines for ESST due to take effect January 1, 2025. As of September 1, 2024, employees may submit the appropriate leave request identifying whether they are electing to use ESST or other leave balances accrued within the CBA. All leave accounts within in the CBA will continue to accrue individually, while the guidelines for the use of accrued leave post-September 1, 2024 will solely follow ESST rules and requirements.

Subd. 8. Severance Clause: If any provision of Article VIII. 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.

**Duration.** This MOU is non-precedent setting and is governed by the underlying terms and conditions of the current CBA between the Parties. Nothing in this Agreement shall constitute a waiver or modification of any provision of the CBA unless expressly identified as such. This MOU will sunset on June 30, 2025, unless the Parties agree to extend in writing.

**For the Employer:**

Ben Johns

**Dated**

8/21/24

**For the Union**

Michelle Blanchard

**Dated**

8/21/24



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

August 21st, 2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between [Independent School District 100] (“Employer”) and [Education Minnesota-Wrenshall (ESP)] (“Union”), collectively referred to hereinafter as “the parties” is entered into on this 21st Day of August, 2024. This MOU sets forth the terms that the Parties have agreed upon to temporarily facilitate legislative updates for Earned Sick and Safe Time (ESST) due to take effect January 1, 2025.

Whereas, the Parties recognize the value of synchronizing human resources logistics at the start of a new school year with the pending legislative changes:

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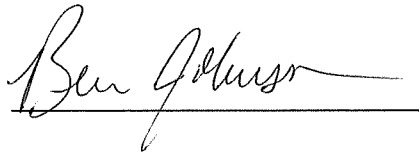
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**For the Employer:**

  
\_\_\_\_\_

**Dated**

8/21/2024

**For the Union**

  
\_\_\_\_\_

**Dated**

8/21/2024



# Wrenshall Public Schools

Superintendent- Jeff Pesta  
Principal- Michelle Blanchard

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August 21, 2024

## Memorandum of Understanding

A Memorandum of Understanding between Wrenshall School District and Education Minnesota Wrenshall.

This letter is to set forth a Memorandum of Understanding to allow for an additional one-year leave of absence for a member of the Education Minnesota Wrenshall bargaining unit for the 2024-2025 school year. This agreement is made in order for the bargaining member to accept a less than full-time position with the Wrenshall school district. The bargaining member will reserve the right to a full-time position in the 2025-2026 school year. This agreement is entered into in order to fill a needed position in the school district and also protect the full-time rights of the bargaining contract member. This agreement will not become part of contract unless fully negotiated during bargaining.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

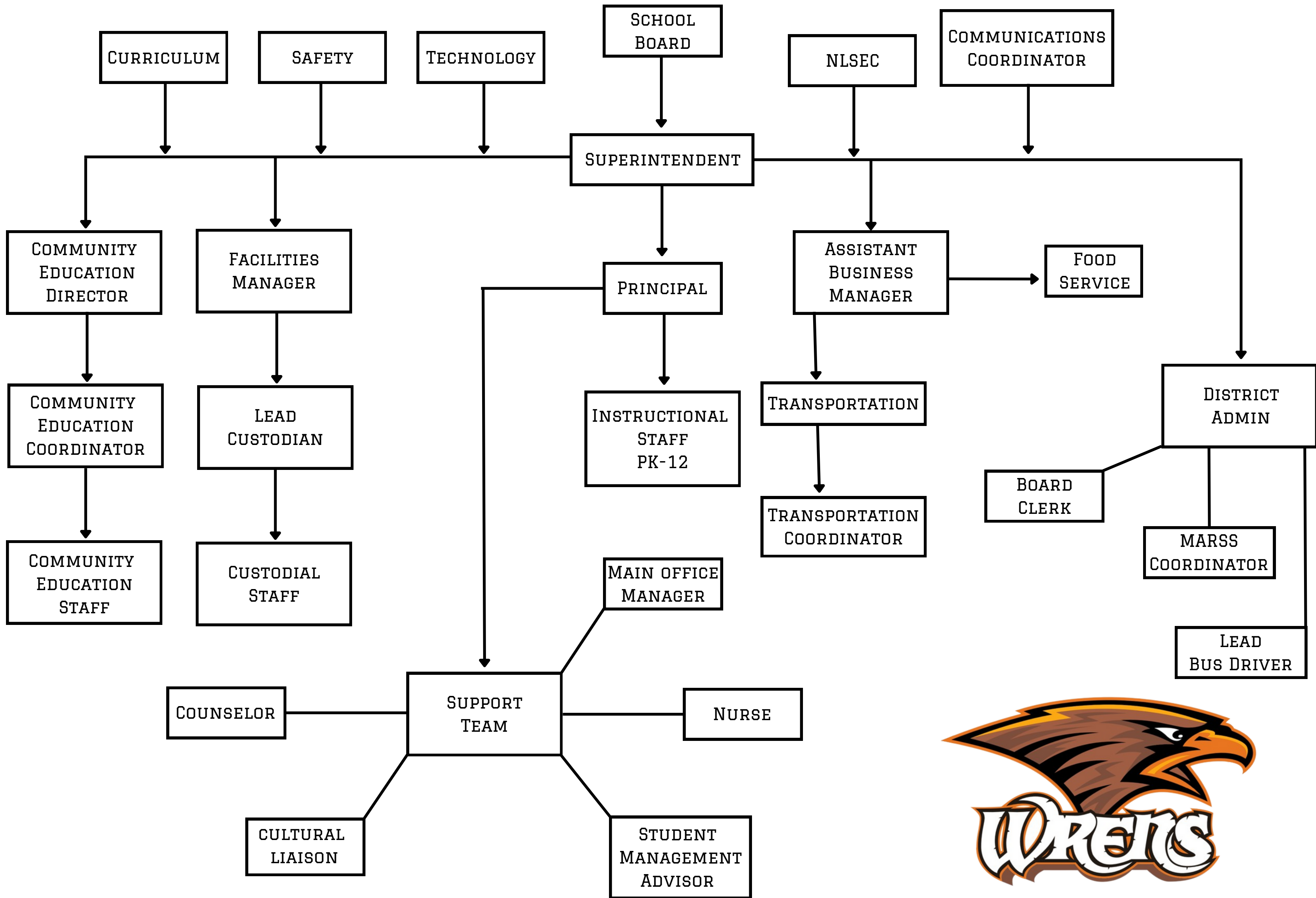
Signature

Date

\_\_\_\_\_

\_\_\_\_\_

# WRENSHALL SCHOOL DISTRICT ORGANIZATIONAL CHART



# **Kenyon-Wanamingo Public Schools Independent School District 2172**

## **Addendum to School Board Policy 902**



## **FACILITY USE PROCEDURES**

Approved 8/26/2019  
Revised 6/28/2021  
Revised 12/13/2021

### **For information, contact:**

Kenyon-Wanamingo Public Schools – Facilities Scheduler  
400 6<sup>th</sup> Street, Kenyon, MN 55946

Fax: 507-789-6104  
Phone: 507-789-7015

Tobacco and Alcohol Free. Smoking and the use of tobacco, alcohol and controlled substances are prohibited. Use or the possessions of weapons is strictly prohibited. This includes all school buildings, grounds, and in all District vehicles.

# K-W Facility Procedures

## I. Philosophy

The Kenyon-Wanamingo Public School District's Board of Education recognizes that school facilities/property represent a highly valuable asset for the development and enrichment of both school and civic life of the community. Cooperation is pledged by the District in the promotion of activities, which appear to be in the best interest of the District and the community. It must be realized that there are costs involved in the use of facilities; and therefore, the following procedure is intended to deal with the use and expense in a fair and consistent manner.

## II. Application Process / Fees:

All use of District facilities, before and after the work/school day, weekends, vacations and holidays will be scheduled through the facilities scheduler. To apply:

1. Become a facility requester by following the links at [www.kw.k12.mn.us](http://www.kw.k12.mn.us) available under the Community Education tab – Facility Reservations. Once approved as a requester you can login and make your request online.
2. The District Scheduler must receive the completed Facility Use Request at least five (5) business days before requested date of use. Set-up times, district equipment and other needs must be requested at the time of application.
3. The Facilities Contract for categories 2-4 (page 6) must be signed and returned to the District Scheduler along with a Certificate of Insurance, if required, at least one week prior to the event. Failure to do so may result in the cancellation of the rental.
4. Staffing costs are the responsibility of the user. Whenever a facility is used, and a school district custodian is not on regular duty, a School District custodian or a site supervisor shall be employed by the District, according to the existing schedule. To potentially avoid site supervisor or custodian fees, an activity may request an activity supervisor to be present for the duration of the event. The District reserves the right to require an approved site supervisor at the discretion of the Superintendent or his/her designee.
5. Contract fees are estimated and will be adjusted after the event for actual time and staff. Whenever necessary, the District food service provider shall be employed by the District and paid at user's expense, according to the existing pay schedule. For approved events, food prepared in the Family and Consumer Science Lab will be under the license of the food service director.
6. All fees are due 30 days after invoicing. The District reserves the right to require partial or full payment at the time the contract is signed.
7. Groups who have an outstanding bill will not be allowed to make another reservation until all past due fees are paid in full.

Cancellations: Notice of cancellation must be received by the Facility Scheduler at least two business days prior to the event. In the event notification is not received, user will be billed 50% of the estimated fee for staffing costs and facility rental.

### **III. Insurance and Indemnification**

For Categories 2-4, except school board approved booster clubs, a Certificate of Liability Insurance must be on file with the District Scheduler prior to the event. Submit Certificates to: Facilities Scheduler, Kenyon-Wanamingo Public Schools, 400 Sixth Street, Kenyon, MN 55946; email: abelcher@kw.k12.mn.us, or fax to (507)789-6104 / Attention Facilities Scheduler.

1. The applicant and/or organization/association renting facilities agree to reimburse the District for all damages to the rented facilities and/or the District's equipment resulting from the use of the applicant. The applicant will not be obligated to reimburse the District for property damage resulting from lack of maintenance or normal wear and tear. The applicant and/or organization/association renting District facilities agree to release, indemnify and hold harmless the District from any and all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property, arising from the use of the facility unless occasioned wholly by any willful or negligent act or omission of the District. The Kenyon-Wanamingo Public School's Board of Education requires the applicant and/or organization/association renting the District facilities to furnish a Certificate of Liability Insurance in the amount of \$1,000,000/occurrence and \$2,000,000/aggregate which names the District as an additional insured.
2. The group in whose name the permit is issued, is required to assume full responsibility for bodily injury to any participants or spectators.

### **IV. General Statement of Policy**

1. All District policies, local and state ordinances, laws and fire codes pertaining to the use of public buildings and facilities must be observed by all individuals/organizations using District facilities. Consideration for use of facilities is provided equally to all. The Kenyon-Wanamingo Public School District does not discriminate on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, age, disability or status with regard to public assistance.
2. District employees are viewed as community members after normal business hours and therefore are subject to the Facility Use Policy and Procedures and any fees that are associated. No staff member may assume they have access to any building and/or space for personal use without a signed Facilities Use Contract.
3. The use of District facilities must be in the public interest. The District Board reserves the final right to deny the use of the facilities for just cause or when activities are deemed contrary to the purpose of District policies or public good.
4. Community use of facilities under this policy does not imply District sponsorship or endorsement of the activity, groups or organizations, nor the purposes they may represent.
5. Long-term leases of District facilities and certain on-going facility uses that occur on a regular basis may be assessed alternative fees as deemed appropriate by the District.
6. Facility use may be limited due to maintenance.
7. Complaints about a user will be reported to the Facilities Scheduler. The District will investigate and follow up as necessary. Violations of law will be reported to the proper authorities.

### **V. Rules and Guidelines for Use**

These rules and regulations exist to protect the public's investment in District facilities. All groups using the buildings/grounds must observe the following rules. The Facility Use Application must be signed by an adult (age 18 or older). By signing the rental agreement the user group agrees to abide by all of the rules and guidelines listed in this document.

### **General Permit Holder Responsibilities:**

1. Local/state ordinances and laws pertaining to the use of public buildings must be observed. Gambling, alcohol, smoking and tobacco use or the possession of weapons or look-alike weapons, intoxicants and illegal chemicals in education district buildings or on school property, including school parking lots, is prohibited, except as allowed under the provisions of School Board Policy 501.
2. Organizations that use the facilities on an on-going basis will designate one contact person and one alternate contact with the Facilities Scheduler. These two contact people will be the only people allowed to schedule facilities on behalf of the organization.
3. Facility Use Permits are not transferable.
4. Printed promotional materials and media announcements for non-school sponsored activities/events must include the following disclaimer: "This activity/event is NOT sponsored by the Kenyon-Wanamingo Public Schools" and must clearly identify the name and contact information of the sponsoring group.
5. All facility rentals are subject to current district weather guidelines or direct district communication with the permit holder. Weather guidelines can be viewed on the district website <http://www.kw.k12.mn.us/>.

### **Space Related Responsibilities**

1. Use is limited to those areas of the building that are specifically approved.
2. If food and/or drink are to be served, this must be indicated on the Facility Use Application and will be permitted only in designated areas. A food permit is required for selling non-commercially packaged food items. You must comply with the MN Department of Health Rules and Regulations pertaining to concession stand sales. When a school kitchen is used, a food service employee must be present and paid at user's expense, according to the existing food service provider's pay schedule.
3. Equipment brought in and its manner of use is subject to approval by District personnel and must be approved prior to your event. School equipment may be used if advance arrangements have been made with the Facility Scheduler. Charges for staff time and/or equipment use may be assessed, depending on the type of equipment and the extent of set-up and/or take-down needed. All school equipment may only be used on school district property.
4. All users must return the areas used to their original order/condition. Additional custodial costs for special set-ups or necessary clean up to prepare the facility for the regular school program will be assessed.
5. Classroom materials and information on bulletin boards, white boards will not be disturbed or erased. Classroom supplies will not be used. Teacher's desks will not be disturbed.
6. The use of fireworks and pyrotechnic special effects is governed by Uniform Fire Code Article 78 and applies to all district buildings and properties.
7. Decorations must be fireproof. Putting materials of any kind on floors, walls or parts of the building requires permission.

8. Abuse of school facilities, failure to abide by the scheduled time, failure to pay billed fees within 30 days, or lack of courtesy to school personnel may be cause for denial or cancellation of future facility requests. Destroyed property or equipment must be replaced or repaired by the facility user.
9. In the event that one or more users are in a facility at the same time, each user will still be responsible for the fees specified on their individual permits.
10. Groups using district facilities must be in compliance with the Americans with Disabilities Act.
11. No users will be allowed to drive on any district fields without prior written permission. Vehicles are confined to streets and designated parking areas.
12. Building security requires all individuals to use designated entrances. Propping locked doors open or admitting access to the building through locked doors is strictly prohibited. Failure to observe security measures may result in the loss of future use of District facilities.

**Supervision Responsibilities:**

1. Competent adult supervision (18 years or older) must be provided by the group during the entire use. The permit holder will be held responsible for compliance of rules, general behavior and safety of group members. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
2. Any children or siblings of program participants must be under direct supervision of a parent or guardian at all times.
3. Custodian or site supervisor shall be responsible for the facility, but not the rental group or its activities.
4. No site/activity supervisor is required for practices on category 2 rentals.
5. Use of a volunteer site supervisor is allowed for events for categories 2 or 3. The site supervisor must be named prior to the event and adhere to all rules and clean up guidelines. The site supervisor must be someone other than the coach.
6. The district reserves the right to require a Site Supervisor for security and supervision for events if deemed necessary by the Superintendent or his/her designee.

**Risk Management:**

1. The applicant is liable for bodily injury and any property damage done to district facilities or property and will be assessed replacement or repair fees. Groups must furnish their own first aid kit. Automated External Defibrillators (AED) are available in each building.
2. No parking in fire lanes is allowed. Access for emergency vehicles must be maintained at all times. Violators will be ticketed and/or towed.
3. Posted capacity limits must be observed at all times. Additional chairs, tables, etc. are not allowed to block hallways or entrances/exits in any way.
4. The District is not responsible for the loss or theft of any personal items by individuals or groups using its facilities.
5. No latex balloons or other latex products are permitted.

**VI. Scheduling Priorities and Categories**

Applications for the use of facilities will be processed and scheduled in the following order:

**CATEGORY 1:**

- The District and their member school district sponsored activities: Refers to all PK-12 programs, extra and co-curricular activities and Community Education programs. School sponsored groups will not be assessed rental fees, but may be billed for staffing and additional operating expenses after an event.
- Open meetings of tax supported agencies (i.e. meetings relating to the government, ISD #2172, political caucus nights – as defined by State statutes, public hearings, and elections).

**CATEGORY 2:**

- Non-Profit youth and adult organizations within the K-W district, including Booster Clubs, Boy Scouts, Girl Scouts, 4-H, Legion Baseball, J.O. Volleyball, Kenyon-Wanamingo Education Foundation and Kenyon-Wanamingo Athletics Hall of Fame.

**CATEGORY 3:**

- Non-profit youth and adult organizations outside of the K-W district – including citizens and civic groups, faith-based organizations, and Wanamingo Jacks.

**CATEGORY 4:**

- For Profit organizations

Any potential renters or users not fitting any of the above classifications shall be given a rate determined at the time of reservation by the District.

**\*A competition court reservation consists of both half courts at a site.**

**\*\*See Community Education Brochure for Birthday Party rental information**

Individual contracts will be written for groups who use the facilities on a consistent and long-term basis of 10 weeks or more upon consultation with the Superintendent or his/her designee. The rate will be set by the District Board of Education. The general long-term rate is 50% of the hourly rate for all facilities.

**VII. PERSONNEL FEES**

Added to Reservation for Categories 3-4 per hour (Minimum charge of two hours).

- Food Service: Arranged with the Food Service Director or designee.

District programs have priority for facility use at all times. Occasionally, non-school scheduled activities may conflict with events planned by a district program. If a conflict occurs, every effort will be made to find an alternate facility for the non-district group.

**Cancellations:** Notice of cancellation must be received by the Facility Schedule at least two business days prior to the event. In the event notification is not received, user will be billed 50% of the estimated fee for staffing costs and facility rental.

## **VIII. BOOSTER CLUB AGREEMENTS**

### **A. K-W Athletic and Wrestling Booster Club**

The Booster Clubs (K-W Athletic and Wrestling) will pay \$1,000 annually for use of the K-W facilities. This will include “open gyms/fields”, games, camps and tournaments that are Booster Sponsored. (This could include things like youth sports, summer programs and Adult open gyms) The said Booster /sport will be responsible for the set up and take down of the facilities they are using. If there are additional costs such as additional custodial costs, Boosters will cover those costs as well. (If possible, the Booster will be made aware of additional costs before the event) The Booster sport using the facilities are aware of sports that are in season, and Community Ed (Tier 2) programs have priority of the facilities if there are any conflicts.

\*Note – Legion Baseball falls under the K-W Athletic Booster club. Legion baseball is actually K-W Knights baseball sponsored by the American Legion.

B. The J.O. Volleyball Booster Club will pay \$2,250 annually for use of the K-W Facilities. This will include all meetings, practices, “Open Gyms”, scrimmages and play dates that are put on by the J.O. Volleyball Booster. The said Booster/sport will be responsible for the set up and take down of the facilities they are using. If there are additional costs such as additional custodial costs, Boosters will cover those costs as well. (If possible, the Booster will be made aware of additional costs before the event) The Booster sport using the facilities are aware of sports that are in season, and Community Ed (Tier 2) programs have priority of the facilities if there are any conflicts.

### K-W Facility Rental Fee Schedule

Rental Fees by Category	Cost Basis	Category 1	Category 2	Category 3	Category 4
		0%	25%	50%	100%
Classrooms	Hourly	\$0.00	\$1.50	\$2.99	\$5.98
MS/HS Media Center	Hourly	\$0.00	\$5.42	\$10.84	\$21.69
ES Media Center	Hourly	\$0.00	\$3.34	\$6.68	\$13.36
FACS Room	Hourly	\$0.00	\$3.36	\$6.71	\$13.42
Conference Rooms	Hourly	\$0.00	\$0.55	\$1.10	\$2.20
Auditorium	Hourly	\$0.00	\$10.00	\$20.00	\$40.00
Stage	Hourly	\$0.00	\$3.46	\$6.92	\$13.83
Wanamingo Activity Center	Hourly	\$0.00	\$4.05	\$8.10	\$16.20
Kenyon Activity Center	Hourly	\$0.00	\$7.71	\$15.42	\$30.84
Old Commons	Hourly	\$0.00	\$11.06	\$22.11	\$44.22
New Commons	Hourly	\$0.00	\$5.90	\$11.81	\$23.61
Training Room	Hourly	\$0.00	\$1.44	\$2.88	\$5.76
Fitness Center	Hourly	\$0.00	\$1.89	\$3.78	\$7.56
Wrestling Room	Hourly	\$0.00	\$6.25	\$12.50	\$25.00
Elementary Gym	Hourly	\$0.00	\$6.79	\$13.58	\$27.16
West Gym	Hourly	\$0.00	\$21.44	\$42.87	\$85.74
East Gym	Hourly	\$0.00	\$24.95	\$49.91	\$99.81
Varsity Football Field	Hourly	\$0.00	\$3.16	\$6.33	\$12.65
Practice Football Field	Hourly	\$0.00	\$1.72	\$3.45	\$6.90
Recreation Fields	Hourly	\$0.00	\$1.15	\$2.29	\$4.60
Baseball/ Softball fields	Hourly	\$0.00	\$1.61	\$3.22	\$6.44

Facility Rental Guidelines  
2018-2019  
(Revised 11/13/18)

**The following are guidelines for rental/use of Esko Schools facilities, not adopted policy.**

Gymnasium and sports field scheduling follows a specific schedule allowing varsity and junior varsity sports to schedule time prior to public use. School sports are scheduled by the activities director. Once the school sponsored sports are scheduled, facilities are open to scheduling for other groups through the community education director. Following are the dates that facilities open for scheduling:

**August 13th-** open to youth football/ fall soccer

**October 22nd-** open to youth basketball

**March 11th-** open to youth summer baseball, softball, and spring soccer

**May 13th-** open to youth summer softball, baseball

### **Fees**

**All permits cost \$25 to process. There is a \$5 fee for any changes to permits. These fees are payable to Esko Community Education. This includes high school open gym permits.**

Youth sports associations are considered fee based on the rental schedule. **Fees for gym space are \$70/ hour or \$280 for full day use.** These fees are payable to Esko Schools. Groups using a high volume of gym time such as hoops club and youth wrestling will have a fee set at the beginning of each season through discussion with the community education director. The factors for consideration in determining an appropriate flat fee will be amount of hours of usage and demand for the facility during the scheduled time. The flat fee covers usage for the scheduled season and does not include time for teams that qualify for extended season play through state qualifications. Esko Youth Sports associations not affiliated with the school will be allowed 10 hours of use in school gymnasiums at no cost. This includes Esko Youth Soccer, Esko Youth Baseball, and Esko Youth Softball. Regular rates will be charged after the 10 hours of use.

### **Open Gym**

Open Gym time may be scheduled through an adult willing to supervise the gym time. The adult handling supervision is responsible for any damage done to the facility during the time supervised. Open gym must be open to several grades of athletes (EX: 6-9 girls, 6-9 boys, 10-12 boys, 10-12 girls). Open gym times can not include drills or instruction. Adults may not create a "practice" with the gym time. Anyone found to be in violation of open gym definitions will lose the opportunity to schedule gym time for one year from the violation. There is no hourly charge for open gym times run in this manner. **Open gym for specific sports may begin 60 days prior to the start of the season.**

There are no fees charged to school sponsored or community education programs including K-6 youth basketball. The season for basketball under community education is November 1st to the end of the boys high school basketball state tournament. Any time used outside of that window is charged at regular fee based rates. Hoops Club travel teams and tournaments are not included in the school sponsored category, but rather are a part of the youth association category.

The Board of Education believes that the public schools are owned and operated by and for its patrons and that the school becomes an integral part of the community in terms of its intellectual and social expression and development. To this end, the Board encourages the public use of school facilities.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor the purposes they represent.

The following rules must be observed in the use of school facilities, and the group leader will be held responsible for compliance. Students must be supervised by an adult at all times. Adults and students must follow all school rules at all times.

1. There will be a penalty determined by the Director of Community Education and the Superintendent for groups/individuals using school facilities without having obtained a Facility Use contract.
2. Use Permits will be issued only for the dates, hours, areas and equipment specified. Permit Holders shall not transfer or sublet the permit to another organization.
3. All activities must be under competent, adult supervision with the organization using the facilities assuming full responsibility to include paying for any damage to equipment or facilities. Supervision must be in place before all participants arrive and until all participants have left school grounds.
4. Groups will provide responsible supervision of the entrance area of the building for their activities at the beginning and end of the scheduled event(s).
5. Permit users and participants are not allowed access to other areas of the building.
6. Facility charges shall be made in accordance with the schedule of facility rental charges. Payment shall be made to the School District and sent to the Community Education office upon receipt of invoice. Custodial overtime will be added when it is required.
7. The use of tobacco in any form is prohibited in school district facilities or grounds.
8. Possession or consumption of intoxicating beverages or illegal drugs in any form in or on school premises is prohibited.

9. Disorderly conduct is prohibited and punishable by ejection from the buildings and grounds.
10. Food and drink must not be used in the classrooms, gym or theater. Beverages will be allowed in the gym for players, coaches and fans that purchase their beverage from the concession stand.
11. Buildings must be vacated by the time indicated or additional charges may be assessed.
12. All legal ordinances pertaining to public assemblies must be adhered to and will be enforced
13. Rooms and areas used must be left in an orderly condition. Please wash classroom boards, close all windows, place garbage cans (cans with soiled garbage) in hall, turn off lights, and lock room if applicable. All equipment should be returned to its original location.
14. The applicant may be requested by the school district to provide a certificate of liability and property damage insurance in the minimum amount of \$500,000 combined single limit coverage.
15. Groups or individuals that do not follow this policy will face sanctions which could include, but not limited to, loss of privileges to use the facilities, fines, and and student discipline outlined the the High School Handbook.

The Director of Community Education and/or Activities Director may cancel a permit effective immediately if, in his or her judgment, a continuation would be potentially harmful and/or dangerous or that the program and/or participants' actions are not of a moral standard equivalent to that generally accepted in the community.

### **General Guidelines**

- The school building is open for use from 6:00 AM to 9:00 PM Monday- Friday and 8:00 AM- 8:00 PM on Saturday and Sunday.
- The building is not open for facility use on any holidays recognized by the school district or days adjacent to holidays should the request provide scheduling issues for the custodial department.
- Facility Requests for youth sports organizations will be run through one contact person who works on behalf of the entire youth organization. The organization shall disperse the hours of use to the entire organization.
- No activities will be scheduled in the cafeteria with flying objects. No sports utilizing balls shall be permitted.
- No activities will be scheduled in the varsity gym using bats, clubs, or sticks.
- All requests for facility use must be made at least 72 hours prior to the event.

- Groups III and IV must pay a \$25 processing fee for each facility use request.
- A \$5 fee will be charged to any permit that is changed after it has been processed by the community education office.
- The fee payment should be done within three business day and paid to the Community Education Office.

## **Fee Guidelines**

The following categories indicate those groups who may not be required to pay a rental fee for use of school facilities. **NOTE:** *Any group in the “non fee based” category who sponsors an event that charges an admission price or charges a fee for participation will be considered Fee Based for that event. (Example: Hoops Club is considered “non fee” for practices, but would be considered “fee based” for tournaments at which a team entrance fee and/or admission fee is charged.)*

### Priority I

All regular Pre-K through grade 12 school activities and extracurricular activities such as musical events, athletic events, school activities, staff meetings, board meetings, parent advisory meetings, staff development, special hearings, administrative meetings and community education programs. Priority I group is non fee based.

### Priority II

Tax supported public agencies operating within District 99 that are not fee based. This would include public hearings, employee relations, police and fire departments, and non-fee based recreation activities. Priority II groups are scheduled after all Priority I groups have been scheduled.

### Priority III

Esko youth sports associations which provide proof of insurance and sign an indemnification clause holding the district harmless for actions arising from the use of the facility. Priority III permits must be scheduled by one representative from the youth sports organization. Requests for facility use will be considered after all Priority I and Priority II activities are scheduled.

Priority III These organizations will be granted facility use during their main seasons, in some cases the activity has a separate rental agreement. Time outside of their contracted or specified season will be at the discretion of the Community Education Director. Because space is limited, the CE Director will work to meet the needs of each group. The CE Director will assign additional time if possible. They will follow our schedule conflict process outlined in this policy. The District is not obligated to meet all of the requests. The organization may be charged a rental fee for the space requested. The fee would follow the rental costs identified in this policy. The Community Education Director will determine fees on a case by case basis.

### Priority IV

All other groups and businesses pay fees on the fee schedule for rental. Priority IV groups are scheduled after all the needs have been met for Priority I, II, and III.

- All requests for facility use must be made at least 72 hours prior to the event.
- Groups III and IV must pay a \$25 processing fee for each facility use request.
- Groups III and IV will be charged a \$5 fee for any permit that is changed after it has been processed by the community education office.

### Facility Rental Fee Schedule

Facility	Non- Fee Based* Hourly	Non-Fee Based Daily (8 hrs.)	Fee Based* Hourly	Fee Based Daily (8 hrs.)	
Classroom/ Board Room	\$20.00	\$80.00	\$40.00	\$160.00	
Theater	\$30.00	\$120.00	\$60.00	\$240.00	
Cafeteria	\$25.00	\$100.00	\$50.00	\$200.00	
Blue Gym	\$35.00	\$140.00	\$70.00	\$280.00	
Clock Lobby/HS Entrance	0	0	0	0	With Permission
Varsity Gym	\$35.00	\$140.00	\$70.00	\$280.00	
Kitchen	\$20.00	\$80.00	\$40.00	\$160.00	Must have district kitchen staff member present. Paid by the organization.
Concession Stand		School Group \$125.00		Non school Group \$250.00	Must have district staff member present

Community Ed Sound Speaker		\$50.00		\$50.00	
Theater Sound System		\$20 plus the Hourly Rate of a Staff member to run the equipment		\$40 plus the Hourly Rate of Staff member to run the equipment	Must pay staff from the approved list kept by the Superintendent (\$20p/h)

\* Non- Fee based indicates that participants are not being charged an entry fee or admission to the event.

\* Fee based: This is any group that charges participants fees or admission for their activity. This would include organizations that take in donations or offerings.

\*Summer Extra-curricular and school sponsored associations and activities: The facility fee will be determined by the Activity and Community Education Directors and approved by the Superintendent. The fee will be based on the league; costs, profits, total number of teams, total number of sessions the league offers and the amount of resident/non-resident participants.

\*Civic Groups: These groups are government entities. These groups will not be charged a fee for using the facilities. This would include the Boys and Girl Scouts.

### Field Rental

All rules pertaining to rental of school building facilities also apply to field rental and use.

Field	MSHSL Teams	Non MSHSL/Non Youth
Turf Field	\$800.00	\$1600.00 + \$1000.00 deposit
Locker Room	\$100.00	\$200.00
Community Room	\$100.00	\$200.00
Hourly field Use*	\$50 + \$25 for lights	\$100 + \$25 for lights

**Field Rental: Youth Groups**

Youth groups consist of any youth sports organizations outside of District 99. Youth sports organizations inside of District 99 waive fees.

Turf Field	\$400.00
Locker Room/Press Box/Scoreboard	\$200.00
Hourly Field Use*	(No lights)
Community Room Only	\$100.00

\*Hourly rates apply when there are no fans or officials. This would typically be a practice time.

**Event Supervisor**

The District reserves the right to hire an Event Supervisor and Security Personnel at cost to the permit holder. The fees are as follows:

\$75- up to 3 hours \$10 each additional hour

**Security**

The District reserves the right to hire an Event Supervisor and Security Personnel at cost to the permit holder. The fee will be determined by the agency providing the security personnel.

**Extras**

All game officials and workers provided and paid for by the renting group. Scoreboard and sound system operator must be a trained individual from the list managed by the Activities Director.

**Miscellaneous**

- Set-up and/or takedown fees will be charged if the custodial or other staff is required to set up or move equipment within the facility for a meeting (i.e. arrange chairs, set up overhead, TV/VCR, bring in podium, microphones, etc.). Set-up services will be a minimum charge of \$25. Set-up and/or takedown fees are in addition to custodial services.

- Event rates will be determined on an individual basis. A district “Event Supervisor “ may be assigned. Charges for custodian, technician, and event supervisor will be added to the event’s fees.
- Additional charges may be levied for any damages to building or equipment (i.e. nets, backboards, desks, chairs, etc.)

### **Schedule Conflicts**

- It is imperative that all coaches and advisors be aware of the importance of scheduling school facilities through the Community Education and Athletic Director’s Offices. School personnel who reserve space should make every effort to use the facility as requested, or notify the District that the event has been cancelled and the space is open for use for other groups. Failure to follow this guideline may result in denial of future requests.
- The activity venues contained in the school facility were designed and built for specific uses. Schedule conflicts should be resolved with this objective in mind.
- Schedule Priorities for school usage of facilities and equipment are as follows:
- First Priority: School activities (curricular, extra-curricular, and Community Education)
- Second Priority: Community Recreation Activities
- Third Priority: All other groups and organizations not mentioned above shall be on a first come, first served basis (scouts, churches, private, etc.)
- In the event of a schedule/facility conflict, the Activities Director and Community Education Director will resolve the conflict (using the priority list above as a guideline) with the intent of supporting all groups and programs.

### **Concession Guidelines**

Esko Junior and Senior High Activities:

1. The concession stand will be run by the school district.
2. The Activities Director is responsible for the operations of the concession stand.
3. If the school is not offering a concession stand for a school activity, a group may request to sell concessions as a fundraiser, This process includes completing the fundraiser request form, sending it to the Principal for their approval and then the form is placed on the Board Agenda for Board approval. The Superintendent’s Assistant can be contacted to determine if a fundraiser was approved.
4. Any unapproved fundraising groups would not be able to use the district concession stand.

Youth Association & Non School District Groups:

A group that has been approved by the Community Education Director may sell concessions at their event as long as the guidelines are followed.

1. All items sold in the concession stand must be provided by the vendors approved by the concessions manager and will be posted on the wall of the concession stand.
2. School sponsored groups hosting a small event may sell concessions outside of the school designated concession stand free of cost, but must use the vendors on the approved vendor list. No items can require cooking. School pop machines will not be turned off for small events and sales from the machines can not be prohibited during the event. Profits from the sales will go directly to the group organizing the sale.
3. School sponsored groups hosting a large event may sell concessions using the school designated concession stand provided they hire a school district concession worker to manage the concession stand for the day and pay the hourly rate for the worker. The group must provide additional workers at no cost to the district. The group will pay \$100 concession stand fee. The group must provide their own items for the sale but must follow the vendor approved list posted in the concession stand. The group will first pay the wage for the concession worker and the facility use fee before taking profits for their group.
4. Non school organizations must use the designated concession area with the following guidelines: The group will request a school district concession worker worker to manage the concession stand for the day and pay the hourly rate. The group will provide additional staff at no cost to the district. The group will pay \$200 for use of the concession stand. The group will provide their own products for the sale but follow the approved vendor guidelines posted in the concession stand. The group will first pay the designated school worker and the facility use fee before taking the profits for their group.