

Regular School Board Meeting

Monday, February 12, 2024 5:45 PM

School District Media Center, 131 Hickory Street North, Lester Prairie, MN 55354

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

III.A. Feb Agenda

IV. Recognition of Communications Since Last Meeting

V. Open Dialogue

VI. Approval of Consent Agenda

VI.A. Bills

VII. Reports

VIII. New Business

IX. Old Business

X. School Finance

X.A. Approve 2023-2025 LPEA Master Agreement

X.B. Approve 2024-25 SWWC Membership Agreement

XI. Policy Administration

XII. Personnel

XII.A. Action to approve the resignation of Joe Scoblic as Industrial Tech teacher effective June 30, 2024.

XII.B. Action to approve the following contracts:

- A. **Ashley Heckson** - Spring Play Advisor
- B. **Brian Malady** - Jr High Baseball Coach
- C. **Brandon Kutz** - JV Baseball Coach
- D. **Keith Christen** - JV Softball Coach
- E. **Arlyn DeBruyckere** - Assistant Trapshooting Coach
- F. **Ben Machemehl** - Varsity

Baseball Coach

G. **Wes Kapping** - Head Track Coach

H. **Kelly Elling** - Varsity Softball
Coach

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**



Lester Prairie Schools

District Office
131 Hickory St. N
Lester Prairie, MN 55354

Phone: 320-395-2521
Fax: 320-395-4202
Website: www.lp.k12.mn.us/

REGULAR BOARD MEETING AGENDA

DATE: Monday, February 12, 2024

LOCATION: School Media Center

TIME: 5:45 PM

I. Call to Order

- A. Board Chair Hentges to open the Lester Prairie School District Regular Board meeting at 5:45 pm.
- B. Welcome to public and guests

II. Pledge of Allegiance

III. Approval of Agenda

Motion by _____ and seconded by _____ to approve agenda.

Voting was _____ for and _____ against.

IV. Recognition of Communications Since the Last Meeting

- A. Communications received by Board Members
 - o Good News Section:
 - 1. _____
- B. Open Dialogue. (Each person in the audience will be given three (3) minutes - total time - 15 minutes.)

V. Approval of Consent Agenda

- A. **Approve Previous Minutes**
 - o Regular Board Meeting: January 8, 2024
- B. **Approve Bills** - Bills reviewed by R.Heimerl and Engen
 - o Board Bills: \$168,373.71
 - o Student Activity Bills: \$13,619.82

Motion by _____ and seconded by _____ to approve consent agenda, board minutes, & payment of bills presented.

Voting was _____ for and _____ against.

VI. Administrative Reports

- A. **Principal - Mike Lee**
- B. **AD/DoS - Ross Scheevel**
- C. **Superintendent - Melissa Radeke**

VII. School Board Committee Reports

- A. Community Ed - Hentges, R.Heimerl

- B. PTO - Stifter-Knoll, R. Heimerl
- C. Facilities/Maintenance - Engen, Christen, B.Heimerl
- D. Tech/Media - Christen, Stifter-Knoll
- E. Activities - Hentges, Engen, B.Heimerl
- F. Negotiations:
 - Certified -Hentges, B.Heimerl, Christen
 - Non-Certified - R.Heimerl, B.Heimerl, Engen
 - Administration - R.Heimerl, Stifter-Knoll, Christen
- G. Meet and Confer - Stifter-Knoll, R.Heimerl
- H. Policy - Stifter-Knoll, Hentges
- I. Legislative - B.Heimerl
- J. City Council - B.Heimerl, Christen

VIII. New Business

- A. None

IX. Old Business

- A. Action to amend the October 2024 School Board meeting from Thursday, October 24th to _____.

Motion by _____ and seconded by _____ to amend the October 2024 School Board meeting to _____.

Voting was _____ for and _____ against.

X. School Finance

- A. Action to approve 2023-2025 LPEA Master Agreement.

Motion by _____ and seconded by _____ to approve agreement as presented.

Voting was _____ for and _____ against.

- B. Action to approve Membership Agreement with SWWC Cooperative for the 2024-25 school year.

Motion by _____ and seconded by _____ to approve membership agreement as presented.

Voting was _____ for and _____ against.

XI. Policy Administration

- A. none

XII. Personnel

- A. Action to approve the resignation of Joe Scoblic as Industrial Tech teacher effective June 30, 2024.

Motion by _____ and seconded by _____ to approve resignation as presented.

Voting was _____ for and _____ against.

B. Action to approve the hiring a 1.0 FTE Student Success Coach for the 2024-25 school year.

Motion by _____ and seconded by _____ to approve hiring 1.0 FTE Student Success Coach as presented.

Voting was _____ for and _____ against.

C. Action to approve the following contracts:

- o **Ashley Heckson** - Spring Play Advisor
- o **Brian Malady** - Jr High Baseball Coach
- o **Brandon Kutz** - JV Baseball Coach
- o **Keith Christen** - JV Softball Coach
- o **Arlyn DeBruyckere** - Assistant Trapshooting Coach
- o **Ben Machemehl** - Varsity Baseball Coach
- o **Wes Kapping** - Head Track Coach
- o **Kelly Elling** - Varsity Softball Coach
- o **Sean Tritabaugh** - Trapshooting Coach

Motion by _____ and seconded by _____ to approve contracts as presented.

Voting was _____ for and _____ against.

XIII. Other Items for the Board

XIV. Adjourn the Regular Board meeting at _____

UPCOMING DATES and NOTES:

- A. February 19th: President's Day - No School
- B. February 22 and 26: Parent Teacher Conferences 3:30-7:30
- C. March 1: Staff Development Day - No School
- D. March 18: Regular School Board Meeting 5:45pm

Lester Prairie Public Schools Payment Reg by Bank and Check

| Bank | Batch | Pmt No | Check No | Pay Type | Grp Code | Rcd | Vendor | Tax Class | Print | Recon | Void | Pay/Void Date | Amount |
|------|-------|--------|----------|----------|----------|-----|-----------------------|-----------|-------|-------|------|---------------|----------|
| SA | | 40828 | 21989 | Check | 2633 | | American Express | | Yes | No | No | 02/12/2024 | 610.15 |
| SA | | 40821 | 21990 | Check | 1556 | | Bayert, Cheryl | | Yes | No | No | 02/12/2024 | 23.65 |
| SA | | 40824 | 21991 | Check | 2185 | | Berrick's | | Yes | No | No | 02/12/2024 | 1,067.76 |
| SA | | 40825 | 21992 | Check | 2386 | | Elling, Kelly | | Yes | No | No | 02/12/2024 | 192.00 |
| SA | | 40819 | 21993 | Check | 01589 | | Garber's Meats | | Yes | No | No | 02/12/2024 | 306.80 |
| SA | | 40829 | 21994 | Check | 2885 | | Glenn's Supervalu | | Yes | No | No | 02/12/2024 | 30.34 |
| SA | | 40827 | 21995 | Check | 2527 | | Gold Medal | | Yes | No | No | 02/12/2024 | 142.50 |
| SA | | 40823 | 21996 | Check | 2062 | | Group Travel Planners | | Yes | No | No | 02/12/2024 | 9,460.00 |
| SA | | 40830 | 21997 | Check | 3429 | | Schmalz, Jackie | | Yes | No | No | 02/12/2024 | 25.00 |
| SA | | 40826 | 21998 | Check | 2388 | | Sport Decals | | Yes | No | No | 02/12/2024 | 1,243.22 |
| SA | | 40822 | 21999 | Check | 2055 | | Unhinged Pizza | | Yes | No | No | 02/12/2024 | 267.98 |
| SA | | 40820 | 22000 | Check | 03218 | | WAL-MART Community | | Yes | No | No | 02/12/2024 | 250.42 |

Bank Total: \$13,619.82

Report Total: \$13,619.82

Lester Prairie Public Schools Payment Reg by Bank and Check

| Bank | Batch | Pmt No | Check No | Pay Type | Grp Code | Rcd | Vendor | Tax Class | Print | Recon | Void | Date | Pay/Void | Amount |
|------|-------|--------|----------|----------|----------|-----|----------------------------------|-----------|-------|-------|------|------------|----------|-----------|
| 100 | | 40786 | 53024 | Check | 1460 | | Rochester Telecom Systems Inc | | Yes | No | No | 02/12/2024 | | 53.75 |
| 100 | | 40788 | 53025 | Check | 1744 | | Shred Right | | Yes | No | No | 02/12/2024 | | 40.00 |
| 100 | | 40817 | 53026 | Check | 3367 | | Squire, Waldspurger & Mace, P.A. | | Yes | No | No | 02/12/2024 | | 715.50 |
| 100 | | 40772 | 53027 | Check | 00272 | | SW/WC SERVICE COOPERATIVES | | Yes | No | No | 02/12/2024 | | 53,458.08 |
| 100 | | 40794 | 53028 | Check | 2239 | | Sysco Western Minnesota | | Yes | No | No | 02/12/2024 | | 10,244.36 |
| 100 | | 40818 | 53029 | Check | 3425 | | TechBros, Inc. | | Yes | No | No | 02/12/2024 | | 100.00 |
| 100 | | 40778 | 53030 | Check | 00932 | | T-Mobile | | Yes | No | No | 02/12/2024 | | 20.00 |
| 100 | | 40815 | 53031 | Check | 3261 | | UHL | | Yes | No | No | 02/12/2024 | | 3,069.00 |
| 100 | | 40793 | 53032 | Check | 2055 | | Unhinged Pizza | | Yes | No | No | 02/12/2024 | | 311.98 |
| 100 | | 40779 | 53033 | Check | 01150 | | Verified Credentials | | Yes | No | No | 02/12/2024 | | 56.75 |
| 100 | | 40784 | 53034 | Check | 03218 | | WAL-MART Community | | Yes | No | No | 02/12/2024 | | 215.80 |
| 100 | | 40808 | 53035 | Check | 2786 | | Xcel Energy Solutions | | Yes | No | No | 02/12/2024 | | 6,757.35 |
| 100 | | 40831 | 53036 | Check | 2483 | | Greater MN Communications | | Yes | No | No | 02/12/2024 | | 2,583.03 |

Bank Total: \$168,373.71

Report Total: \$168,373.71

MASTER AGREEMENT

between

Independent School District No. 424
Lester Prairie, MN

and

Lester Prairie Education Association

Effective Dates: July 1, 2023 through June 30, 2025

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ARTICLE I

PURPOSE

This Agreement is entered into between Independent School District No. 424, Lester Prairie, Minnesota, hereinafter referred to as the School District, and the Lester Prairie Education Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes the Lester Prairie Education Association as the exclusive representative of teachers employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of this School District as defined in this Agreement and in the P.E.L.R.A..

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean the education policies of the School District. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A..

Section 2. Teachers:

The word "teacher" or "teachers" shall have the same meaning as Minnesota Statutes Section 179A.03, subd. 18, as amended.

Section 3. School District: For the purpose of administering the Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 4. Employment Organization: The term "employment organization" means any union or organization of public employees whose purpose is, in whole or in part, to deal with public employees' grievances and terms and conditions of employment.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A..

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, and direction and number of personnel.

Section 2. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching services prescribed by the School District and non-teaching services mutually agreed to by the teachers and the School District and shall be subject to School Board Rules, 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. All provisions of the Agreement are subject to the laws of the State of Minnesota, federal laws, rules of the State Board of Education, and any valid rules of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. School Board Responsibility and Reservation of Managerial Rights: The exclusive representative recognizes the School Board has the authority, the responsibility, and the obligation to manage and direct, on behalf of the public, all operations and activities of the School District to the extent authorized by law and in conformity with the provisions of this Agreement. Along with that authority, responsibility, and obligation, the primary obligation of the School Board is to provide education opportunities for the students of the School District. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved herein.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require a teacher to perform labor or services against his/her will.

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

Section 3. Request for Dues Check-off: The exclusive representative shall be allowed dues check-off for its members. Upon receipt by the School District of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's pay check the dues that the teacher has agreed to pay the teacher organization in 20 semi-monthly installments, beginning in September.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of their fair share fee specified by the exclusive representative as provided in this Agreement.

Section 4. Personnel Files: Pursuant to M.S. 122.A.40, Subd. 19., all evaluations and files relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of his/her file-at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

Section 5. Site-Based Decision-Making: In the event that School District implements site-based decision-making, the exclusive representative reserves the right to mutually agree on terms and conditions of the "Site-Based Decision-Making Committee".

Section 6. Staff Development Advisory Committee:

Subd. 1. The exclusive representative recognizes that the School District must establish a “Staff Development Advisory Committee”.

Subd. 2. The exclusive representative further recognizes that the committee must be comprised of teachers, administrators, and parents. A majority of the advisory committee must be teachers.

Subd. 3. The exclusive representative reserves the right to determine which members of the teaching staff will be on the Staff Development Advisory Committee.

Subd. 4. Prior to October 1st of each school year, the committee must be in place.

ARTICLE VI **BASIC SCHEDULES AND RATES OF PAY**

Section 1. Basic Compensation:

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

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

Section 2. Status of Salary Schedules and Withholding of Salary Increases: The salary schedule shall not be construed as a part of a teacher's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher shall be compensated according to the current rate until a successor Agreement is fully ratified. Once the successor Agreement is fully ratified, teachers will receive retro pay back to the beginning date of the fully ratified contract. A teacher's advancement is subject to the right of the School District to withhold increments, lane changes, or other salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. The School Board shall give written notice and the reason for such action by March 1st.

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

Subd. 1. Credits: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District. Professional and vocational credits may be considered germane by the School District if required for vocational license.

Subd. 2. Grades: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits or credits in an approved five-year program or master's program and carry a grade of “B” or higher. Undergraduate credits to complete a major in an assigned area may be approved in advance by the Superintendent if the courses are not available on the graduate level. A teacher who completes approved

credits for a lane change will be allowed to move to the appropriately earned lane according to Section 3, Subd. 4 of this article. Teachers may take video or internet courses for graduate credit as long as the courses pertain to the teacher's degree areas.

Subd. 3. Prior Written Approval: All credits, to be considered for application on the salary schedule, must be approved by the Superintendent in writing prior to the taking of the course, and tuition will not be paid for by the School District.

Subd. 4. Effective Date: Individual teaching contracts will be modified to reflect qualified lane changes a maximum of 2 times per school year. The following steps should be followed in the lane change process:

1. After accumulating the necessary number of credits, the teacher must apply for a lane change by completing the lane change application form. Official college transcripts of the qualifying credits must be submitted to the Superintendent's office.
2. The lane change application will be included in the agenda for the next regular scheduled School Board meeting.
3. The school board may then approve the application for lane change.
4. The first pay increase will take effect at the beginning of the following month and will be reflected on the paycheck received on the 15th of the month.

(Note: Preapproval for credits is described in Subd. 2 of this article)

Subd. 5. Germane: A teacher shall be paid on the master's degree lane or higher lane only if the degree program is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the Superintendent in advance.

Subd. 6. Application: The rules relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the duration of this Agreement.

Subd. 7. Step Advancement: A teacher must be employed a minimum of 95 duty days in a school year to qualify for a salary step advancement.

Subd. 8. A teacher who has had experience in other school systems or in other fields of endeavour will be placed on the salary schedule as agreed between the School District and the teacher.

Subd. 9. Teachers who have exceeded Step 35 in Schedule A & B will be paid \$500 more than Step 35 in their respective lane.

Section 4. Pay Deductions: Whenever pay deductions are made for a teacher's absence, the annual salary divided by the number of teacher duty days shall be deducted for each day's absence. The number of days used for this purpose for 2023-2025 will be 181.

ARTICLE VII EXTRA COMPENSATION

The wages and salaries reflected in Schedule C, attached hereto shall be effective only for the **2023-2025** school years.

ARTICLE VIII GROUP INSURANCE

Section 1. Health and Hospitalization , Income Protection, and Dental:

Subd. 1. The selection of the insurance carrier and policy shall be made by the School District. Effective July 1, 2019 the School District will contract for at a minimum two insurance plans. One non-qualified Health Savings Account (H.S.A.) plan and one H.S.A. qualifying high deductible plan. The School District will notify, in writing, the President of the exclusive representative when the School District requests formal quotes on health insurance, income protection, and dental insurance. When possible, the School District will notify the exclusive representative 30 days prior to changing carriers.

Subd. 2. *Single insurance coverage:* the School District shall contribute \$732.50 per month for 2023-24 and \$757.50 per month for 2024-25 toward the premium cost for full-time teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan. The School District's contribution will first be applied to the insurance premium. The remaining amount, if any, shall be paid by the School District into a Health Savings Account (H.S.A.) or VEBA. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd.3. *Family insurance coverage:* the School District shall contribute \$732.50 plus \$500 per month for 2023-24 and \$757.50 plus \$500 per month for 2024-25 toward the premium cost for family coverage for full-time teachers employed by the School District who qualify for and are enrolled in the School District's group health and hospitalization plan and who qualify for family coverage. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

Subd. 4. *Part-time Teachers:* Part-time teachers shall be eligible for coverage under the School District's group health and hospitalization plan. The part-time teacher must qualify for and be enrolled in the School District's group health and hospitalization plan to receive any insurance contribution from the School District. The School District's contribution for the teacher will be pro-rated according to the number of hours of employment. The teacher shall not receive any cash for insurance. A certified part-time teacher, to be eligible, must work a minimum of 20 hours per week.

Subd. 5. Duration of Insurance Contribution: A teacher is eligible for School District contribution as provided in this article as long as the teacher is employed by the School District and is enrolled in the School District's group health and hospitalization plan. The School District's contribution shall commence on the first pay period in September. Upon termination of employment, all School District contributions shall cease, except that a teacher who has completed the full school year shall be eligible for 12 months of contribution through August 31.

Subd. 6. Claims Against the School District: The School District's obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Subd. 7. Income Protection: The School District shall contribute the full premium for income protection insurance for full-time teachers employed by the School District and who qualify for the plan. The plan shall be selected by the School District. Part-time teachers shall be eligible for coverage if they work a minimum of 20 hours per week. The School District's premium contribution will be pro-rated according to the number of hours of employment. The teacher shall not receive any cash for insurance.

Section 2. Group Life and Accidental Death and Dismemberment Insurance:

Subd. 1 The selection of the insurance carrier and the policy shall be made by the School District.

Subd. 2 The School District shall pay the full premium for full-time teachers employed by the School District who qualify for the group life insurance. For 2023-2025, \$50,000 of term life insurance and \$20,000 accidental death and dismemberment insurance will be available without cost to the teacher.

Subd. 3. Part-time teachers who teach a minimum of 20 hours per week shall be eligible for coverage under the School District's life insurance plan. The part-time teacher must be enrolled in the School District's life insurance plan to receive any premium contribution.

Section 3. Dental Insurance:

The School District shall pay 100% of the premium for individual dental coverage for all teachers employed by the School District who are enrolled in the dental insurance plan.

ARTICLE IX

LEAVES

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall be credited with 48 hours of sick leave at the beginning of each school year Full-time teachers shall accrue additional sick leave at a rate of 8 hours per month as it is earned on a proportionate basis to the teacher's work year for a total of 72 more hours. Part time teachers shall be credited and earn a proportionate amount of sick leave based on their assignment.

Subd. 2. Earned Sick and Safe Time Required by Law

A portion of the sick and safe time provided to teachers pursuant to this Section will be designated by the District as earned sick and safe time ("ESST") required by Minnesota Statutes sections 181.9445 through 181.9448.

- A. The initial 48 hours of sick leave, or prorated portion thereof, credited to teachers at the beginning of each school year are not ESST.
- B. The first 48 hours of sick leave a teacher earns on a monthly basis are ESST-designated hours, unless the teacher has 80 ESST-designated hours available. A teacher who has 80 ESST-designated hours available will continue to earn sick leave hours consistent with this section.
- C. The year the District uses to measure ESST compliance will run from July 1 to June 30.

Subd. 3.

- A. A teacher may use sick leave for an absence due to illness or medical condition which prevented his/her attendance at school and performance of duties on that day or days. Personal illness, disability, emergency medical and dental procedures, health care examinations, dental examinations, and time needed to travel to and from medical examinations are allowable uses of sick leave. A teacher may also use accrued sick leave for absences due to an illness of a member of his/her immediate family for such reasonable periods as the teacher's attendance with the family member may be necessary, on the same terms the teacher is able to use such days for his/her own illness. Immediate family members includes the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or other individual living with the employee.
- B. ESST-designated hours may be used for any ESST-qualifying reason outlined in Minnesota statutes section 181.9447.

Subd. 4.

- A. Returning teachers may carry forward no more than 880 accrued sick leave hours from one school year to the next. Hours in excess of 880 will be forfeited without pay.
- B. Returning teachers may carry forward no more than 80 ESST-designated hours from one school year to the next.

Subd. 5. Teachers that have accrued 100 to 119 unused sick leave days or 120 unused sick leave days from previous years of service in the School District shall receive “wellness pay” at the end of the current school year. This pay will be based on the number of unused sick leave days remaining from the 15 days earned that school year and the wellness pay category from which a teacher is paid is based on how many accrued sick leave days they had at the start of the school year. Note: Teachers in the 100 to 119 category do not lose any of their unused sick leave days due to receiving this “wellness pay”. This is not an exchange of “days” for “pay”.

Examples:

1. Teacher A started the school year with 105 unused sick leave days He used 7 days during the school year. Teacher A would be paid for $15-7=8$ unused sick leave days in the 100 to 119 category. (\$120). Teacher A would then start the following year with $105+8=113$ unused sick leave days.
2. Teacher B started the school year with 112 unused sick leave days. She used 2 days during the school year. Teacher B would be paid for $15-2=13$ unused sick leave days in the 100 to 119 category. (\$390). Teacher B would then start the following year with $112+13=125$ maximum unused sick leave days.
3. Teacher C started the school year with 100 unused sick leave days. He used 17 days during the school year. Teacher C would be paid \$0 since he used more than 11 unused sick leave days. Teacher C would then start the following year with $100-2=98$ unused sick leave days.

| <u># of Unused Days</u> | Accrued 120* | Accrued 100-119** |
|-------------------------|---------------|-------------------|
| | <u>Amount</u> | <u>Amount</u> |
| 15 | \$900 | 450 |
| 14 | 840 | 420 |
| 13 | 780 | 390 |
| 12 | 720 | 360 |
| 11 | 440 | 165 |
| 10 | 400 | 150 |
| 9 | 360 | 135 |
| 8 | 320 | 120 |
| 7 | 280 | 105 |
| 6 | 240 | 90 |
| 5 | 200 | 75 |
| 4 | 160 | 60 |
| 3 | 0 | 0 |
| 2 | 0 | 0 |
| 1 | 0 | 0 |

***12-15 days for \$60/day, 4-11 days for \$40/day, 0-3 days for \$0**

****12-15 days for \$30/day, 4-11 days for \$15/day, 0-3 days for \$0**

In order to receive wellness pay, a teacher must submit a claim form to the School District's business office by June 15 of each school year.

Subd. 6. The School District may require a teacher to provide documentation from a licensed medical provider as evidence of illness or disability, indicating such absence was due to a qualifying reason in order to receive sick leave pay. However, in the event that a medical certificate will be required, the teacher will be so advised within five days of the first sick leave use. Notification will be attempted during the school day.

If a teacher uses ESST-designated leave for more than three consecutive days, the District may require reasonable documentation in the manner identified in Minnesota Statutes Section 181.9447, subd. 3.

Subd. 7. Sick leave granted shall be deducted from the accrued sick leave days that have been earned by the teacher.

Subd. 8. Sick leave shall be approved only upon submission of a signed request on the authorized sick leave pay request available at the School District's business office.

Subd. 9. Disability Leave. A teacher whose qualifying absence requires an extended time off work will be on "disability leave." Disability leave will run concurrently with any applicable federal or state laws covering such absences, such as the Family and Medical Leave Act ("FMLA").

- A. While on disability leave, a teacher must use sick leave or ESST-designated leave until the teacher has exhausted available leave. When a teacher has exhausted sick leave and ESST-designated leave, the teacher shall have 1/181 of his/her salary for each full day of absence, or pro-rated portion for less than a full day absence, deducted from a subsequent paycheck. If a teacher has used more disability leave days than earned when employment ceases, for any reason, the School District shall recover the cost of such loss.
- B. A teacher returning from disability leave shall be reinstated to his/her former position provided that position still exists. If that position no longer exists, the teacher shall be assigned a position for which he/she is licensed. While on leave, the teacher shall retain privileges and other benefits that were accrued under the provisions of this Agreement at the commencement of the leave. A teacher shall continue to accrue seniority while on a disability leave.

- C. In the event the qualifying reason necessitates absence beyond 60 working days, income protection insurance will ensue in accordance with the existing policy.

Subd. 10. Disability leave with pay shall be granted for the period of time during which the teacher is certified by her physician to be physically disabled by pregnancy from performing the duties of her position (including pre-labor, labor, delivery, and necessary recovery time.) Pregnancy Related Disability shall be treated in the same manner as other disabilities.

A teacher who is pregnant shall notify her principal in writing at least 1 month in advance of her intent to utilize disability leave to cover any period of disability. She will also, at such time, provide a physician's statement indicating the estimated date upon which disability will begin. This date is subject to change.

After delivery of the child, the teacher shall submit to her principal a physician's statement indicating the estimated date when disability may cease (subject to change at the physician's discretion).

Subd. 11. Sick Leave Bank

A voluntary **Sick** Leave Bank has been established to assist a teacher who has exhausted all accumulated disability, personal, and other possible leaves.

Donation: Teachers may voluntarily donate up to 5 days of accumulated disability leave to the **Sick** Leave Bank each school year by completing a district Leave Donation form by October 1st and submitting it to the Business Official. The donated days will only be added to the bank. If the bank falls below 5 (five) days at any time during the school year, the School District shall complete another round of donations for the bank. Any donated days not used will remain in the bank and will carry over from one year to the next.

Use: Participating members who exhaust all of their personally accumulated leave days will be allowed to apply for use of the **Sick** Leave Bank days. The **Sick** Leave Bank is intended for a teacher to use in the event of a serious accident or serious illness involving self, spouse, or child. Written application (letter or email) to use the **Sick** Leave Bank must be submitted to the Superintendent along with a qualified medical physician's verification.

SLB Committee: A committee made up of two LPEA representatives, Business Official, and Superintendent will review applications as needed for use of the **Sick** Leave Bank. Any donated days not used will remain in the bank and will carry over from one year to the next. This committee will also meet by October 15th and on the last contract day of the year to review the status of the **Sick** Leave Bank. The **Sick** Leave Bank cannot have a negative balance.

Criteria: To qualify for use of SLB days, a teacher must meet all of the following conditions and criteria:

1. All accumulated disability, personal, or other possible leaves have been exhausted.
2. The illness or injury is not covered by Workers' Compensation and/or such compensation benefit has been exhausted.
3. The teacher must be physically incapable of performing his/her duties due to a serious accident or serious illness involving themselves, spouse, or child and verified in writing by a qualified medical physician.
4. The teacher must be known or expected to miss at least 5 consecutive days.
5. The teacher is not collecting long-term disability insurance (LTD).
6. The request for the number of days is approved by the Sick Leave Bank Committee.
7. The SLB days will not be used in conjunction with any other leave provided for in other sections of this Agreement.

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

Section 3. Personal Leave: A full-time teacher may be granted 3 days of personal leave with pay per school year. Unused personal leave days may be carried into the next school year to accumulate to a maximum of 5 days. Additional personal leave may be granted by the Superintendent, in the event of an emergency, the days used to be deducted from disability leave, for situations that arise requiring the teacher's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. A teacher shall be entitled to a \$90 payment for up to one (1) unused personal day per year.

Requests for personal leave must be made in the School District's absence management system, at least 3 days in advance, except in the event of emergencies. Upon receipt, the building principal will forward the request to the Superintendent for approval. The Superintendent may refuse to grant any leave in those cases which he/she determines may be detrimental to the teaching process and/or the School District. If the timing for the requested days is before or after a holiday break, a maximum of 2 teachers may be granted leave at 1 time. If the request is denied, the Superintendent will inform the teacher in writing as to why it was not approved. The Superintendent reserves the right to refuse to grant such leave if, under the circumstances involved, such leave should not be granted.

Teachers requesting time off for personal leave for school days following May 1, must provide their request in the absence management system prior to May 1. In cases where a personal leave is needed following May 1, a request and discussion with administration is required to determine whether the leave will be approved.

Section 4. Professional Leave: Two days of professional leave may be granted at the Superintendent's discretion for the purpose of attending professional meetings, educational conferences, civic duties, in-service training, or any school-related activity.

Section 5. Bereavement Leave: Up to 5 days of "bereavement leave" per occurrence shall be granted with pay due to the death of the teacher's immediate family, which includes the following: spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren. This leave will not be deducted from disability leave. Bereavement leave for any other individual with whom a close relationship existed may be granted upon approval of the Superintendent and will be deducted from disability leave. In the event that the bereavement does not fall in the granted bereavement categories, available personal day(s) shall be approved for bereavement use, or the individual can use unpaid day(s) if no personal days remain. All bereavement leave must be forwarded to the administration for approval.

Section 6. Unpaid Leave: Up to 3 days of unpaid leave may be granted for situations that arise which are not covered by other language in this Agreement. Requests for unpaid leave must be made in writing through the building principal at least 1 month in advance. Upon receipt of the request, the principal will forward the request to the Superintendent for approval/denial. If the request is denied, the Superintendent will notify the teacher in writing within 1 week as to the reasons for the denial. The Superintendent reserves the right to refuse to grant unpaid leave if, in his/her determination, the circumstances involving the leave are not in the best interests of the School District.

Section 7. Child Care Leave:

Subd. 1. A child care leave shall be made available by the School Board, subject to the provisions of this section, to 1 parent of an infant child subsequent to the birth of the teacher's child, or in the case of adoption, subsequent to the date that the child is physically turned over to the teacher-parent. Leave shall be granted provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform his/her principal in writing of the intention to take the leave at least 4 calendar weeks before the commencement of the intended leave. In the event of an emergency or other unforeseen circumstance, the notice period of four weeks may be waived upon written (letter or email) mutual agreement between the teacher and the Superintendent.

Subd. 3. The commencement date of a child care leave shall be:

- the day after a pregnancy-related disability leave ends;
- in the case of an adoption, the date when the child is physically turned over to the teacher-parent; or
- if the prior two scenarios are not applicable, such other date mutually agreed upon between the teacher and their building administrator

A teacher shall not be eligible for disability leave during a period of time covered by a childcare leave.

Subd. 4. The School District may adjust the proposed ending date of a childcare leave to coincide with some natural break in the school year (i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of school year, or the like). The teacher's request in regard to the ending of the leave will be considered. The availability of a substitute teacher may also be considered by the School Board in deciding the duration of the childcare leave.

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

- 1) grant any leave more than 12 months in duration;
- 2) permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. A teacher returning from childcare leave shall be reinstated in a position for which he/she is licensed unless previously discharged or placed on unrequested leave of absence.

Subd. 7. Failure of the teacher to return on the date determined under this section shall constitute grounds for termination unless the School Board and the teacher mutually agree in writing by letter or email to an extension of the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave unless he/she actually taught at least 95 days during that school year.

Subd. 10. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the School District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits, except as provided by law or stated in this section.

Subd. 12. Requests for child care leave to allow the teacher time off to care for the teacher's child(ren), but for a reason other than birth or adoption of the teacher's child, may be considered by the District on a case-by-case basis and administered consistent with this Section.

Section 8. Sabbatical Leave: Upon written application, a teacher who has been employed by the School District for at least 5 continuous years may be granted sabbatical leave for one 1 year for the purpose of professional growth. In any single year, no more than 1 teacher may be granted sabbatical leave. During said sabbatical leave, the teacher shall be considered to be in the employ of the School District and receive the fringe benefits in this Agreement. The premium contributions which had been provided by the School District will be paid by the School District. No salary will be paid during the leave nor will disability leave days be provided during the absence. A teacher, upon returning from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, unless previously discharged or placed on unrequested leave of absence and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period. The teacher shall maintain insurance benefits, accumulated disability leave, and all other accrued benefits provided in this Agreement. All sabbatical leave requests shall be subject to approval by the School Board. The recipient shall be required to teach in the School District for a minimum of 1 year following said leave. If not, all School District premium contributions shall be reimbursed to the School District.

Section 9. Leave of Absence:

Subd. 1. A leave of absence of 1 year may be granted to any teacher upon written application for the purpose of participation in exchange teaching programs in other school districts, states, territories, or countries. Extensions to a leave of absence may be allowed under the provisions of Subd. 2.,5) of this section. A teacher upon returning from such leave, shall be restored to his/her former position or to a position of like nature and status unless previously discharged or placed on unrequested leave of absence, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period. The teacher shall maintain continuing contract rights, insurance benefits, accumulated disability leave, and all other accrued benefits provided in this Agreement.

Subd. 2. In any 1 year, up to no more than 1 teacher may be exchanged for teachers from other school districts in the United States and foreign countries. Agreements for an exchange of teachers may be entered into between the governing bodies of the school districts concerned and should include, among other appropriate provisions and requirements, provisions for the following:

1) a written acceptance of the reciprocal agreement on the part of the teacher entering into the exchange;

- 2) a certificate of good mental and physical health on the part of both teachers;
- 3) an exchange of credentials and recommendations between the officials of the school districts involved;
- 4) a statement that the school board will continue its exchange teacher under regular salary status and assume no responsibility for the salary or disability leave of the visiting teacher, except as indicated in 7);
- 5) a statement that all exchange arrangements will be for a period of 1 year with the possibility of extension for a second year if agreed upon by the school boards and the participating teachers;
- 6) a statement that all rights and privileges of the School District's teacher will continue in effect during the exchange period, except as indicated in 7);
- 7) an interchange of teachers under the "International Education Exchange Program", whereby the School Board accepts and assigns a teacher from abroad in exchange for a School District teacher with the teacher from abroad to be placed on the salary schedule of the School District based on an evaluation of qualification and experience; the School District's teacher will be granted a leave of absence with increments and full fringe benefits and receive a maintenance allowance under "Public Law 548, 79th Congress, the Fulbright Act," payable in the currency of the host country.

Subd. 3. A leave of absence of 2 years may be granted to a teacher upon written application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities/teaching assignment or to participate in the Peace Corps or Job Corps as a full-time participant in such programs. A teacher upon returning from such leave, shall be restored to his/her former positions or to a position of like nature and status unless previously discharged or placed on unrequested leave of absence, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the School District during such period. The teacher shall maintain the same insurance benefits, accumulated disability leave, and all other accrued benefits provided in this Agreement. A teacher requesting leave of absence will be expected to return to the School District for a minimum of 1 year.

Section 11. Exclusive Representative Leave: The School district will afford four (4) days of exclusive representative leave per school year, without loss of pay, to elected officers or appointed representatives of the exclusive representative for the purpose of conducting duties of the exclusive representative.

For mediation and arbitration, up to 3 teachers, designated by the exclusive representative, shall be allowed up to 3 days each to attend said sessions without loss of pay and the School District will pay the substitutes. These days will not be deducted from the exclusive representative leave. If more than 9 days are needed, the exclusive representative will pay the substitutes.

Section 10. Extended Leaves of Absence: The School Board will consider requests for extended leaves of absence for any reason not specified in this Agreement on a case-by-case basis.

Section 11. Jury Duty Leave: If a teacher is summoned for jury duty during the school year, he/she will inform the Superintendent in writing immediately. During jury duty service, the teacher will receive full salary from the School District, reduced by the amount equal to jury duty service payment. No reduction of the teacher's salary will be made if the teacher's jury duty payment is endorsed over to the School District.

ARTICLE X **SEVERANCE PAY**

Section 1. Eligibility: Full-time teachers who have completed at least 20 years of continuous teaching service in the School District shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the School Board.

Subd.1. This article shall apply only to teachers whose service had been full-time, as defined by this Agreement.

Subd. 2. Eligible teachers, upon retirement, shall receive as severance pay an amount representing 5 days of pay for each full year of full-time service but not to exceed a total of 40 days' pay.

Subd. 3. In addition to the severance pay provided in Subd.2. above, a teacher shall be eligible to receive as severance pay upon his/her retirement the amount obtained by multiplying 25% of his/her number of unused disability leave days, but not to exceed 20 days, times his/her daily rate of pay.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Subd. 5. Severance pay shall be paid by the School District in equal annual installments over a time period not to exceed 2 years from the effective date of the teacher's retirement and shall not be granted to any teacher who is discharged by the School District. One-half of severance will be paid within 30 days of the last official School District paycheck.

Section 2: Matched Plan: The School District will continue its matched 403(b) tax-sheltered annuity plan as allowed under Minnesota Statute. All teachers employed by

School District at the commencement of the 1999-2000 school year are eligible to participate in the matched plan.

Subd. 1. All teachers employed by the School District after July 1, 1998, do not qualify and shall not be eligible for severance pay under Section 1. above due to severance plan phase out. Such teachers shall only be eligible to participate in the School District’s 403(b) tax-sheltered annuity plan and the School District shall make matching contributions to such plan in the maximum amount set forth in Subd. 2. below.

Any teacher eligible for severance pay under Section 1. above will continue to be eligible to receive severance pay as set forth therein. Such teachers may also participate in the School District’s matched 403(b) tax-sheltered annuity plan. The School District’s matching contribution to such plan shall be in the amount as set forth in Subd. 2. below. Upon the teacher’s retirement, the total amount of the School District’s matching contribution to the teacher’s annuity account shall be deducted from any severance pay obligation/entitlement under Section 1. above. If 403(b) contributions exceed the severance pay amount the teacher shall not be entitled to receive any severance pay pursuant to Section 1. above.

Subd. 2. Teachers must elect in writing to participate in the School District’s matched 403(b) tax-sheltered annuity plan pursuant to the plan requirements at the beginning of the plan year (September). The School District’s matching contribution to teachers participating in the plan shall be as follows:

| | 2023-25 |
|--------------------------------|------------------------------|
| | Annual Maximum |
| <u>Yrs. in School District</u> | <u>Matching Contribution</u> |
| 0-4 | \$1,000 |
| 5-9 | \$1400 |
| 10-14 | \$1600 |
| 15+ | \$2100 |

All contributions by the School District that exceed \$20,000 will be deducted from the teacher’s HSA by that said amount, divided equally over the course of 8 years. Any teacher hired after July 1, 2012 will not be eligible for the HSA.

Subd. 3. The School District will make matching contributions only to annuity plans offered by vendors approved by the State Board of Investment. The exclusive representative shall designate 6 of the vendors approved by the State Board of Investment to which matching contributions will be made. The vendors are Ameriprise, Horace Mann, Valic, Thrivent, Education MN ESI and American Funds.

Subd. 4. Eligible teachers must make application for participation in the plan as agreed between the School District and the exclusive representative by September 30 of his/her first year. Once an eligible teacher elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent year unless modified

in writing by the teacher by September 30 for that school year. During a negotiating year this date may be pushed back.

Subd. 5. If a participating teacher dies before retirement, the teacher's matched 403(b) tax-sheltered annuity plan shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subd. 6. The School District's 403(b) tax-sheltered annuity plan and/or its successors is subject to the laws of the State of Minnesota and the Internal Revenue Code, 26 U.S.C. 403(b).

Section 3. Retiree Health Account: Starting September 1, 1999, a teacher who qualifies for the "Rule of 90" or has taught in the School District for at least 27 years and then retires from the School District shall have the School District make one of the following contributions:

- a) \$3500 (per year for a minimum/maximum of 8 years) for those retirees who had single health insurance coverage through the School District for their last full year (July 1 to June 30) of employment

or

- b) \$7500 (per year for a minimum/maximum of 8 years) for those retirees who qualified for or had family health insurance coverage through the School District for their last full year (July 1 to June 30) of employment

Note: The teacher will receive the greater amount for which they qualify.

All payments will be made to the retirees' VEBA on July 15th of each calendar year.

(note the correlation between Section 2, Subd. 2 and Section 3 of this article)

ARTICLE XI

UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY AGREEMENT

Section 1. Purpose: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10., when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidations of school districts. ULA refers to teachers with continuing contract rights. A tier 3 teacher may have continuing contract rights.

Section 2. Definitions: For purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

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

Subd. 2: "Qualified" shall mean a teacher who, in addition to the state license, has a bachelor's or master's degree with a major in the subject matter of field taught, and has successfully had teaching experience of such matter within the past 5 years in the School District.

Subd. 3: "Subject matter or field" shall mean teachers in the following categories:

Elementary Categories: 1) teaching, grades kindergarten-6 (including instructional consultants); 2) art; 3) counselor; 4) media generalist; 5) physical education.

Secondary Categories: 1) art; 2) business education; 3) counselor; 4) foreign languages; 5) personal family life sciences; 6) technology education; 7) English language arts; 8) media generalists; 9) mathematics; 10) physical education; 11) science; 12) social studies; 13) health education.

K-12 Categories: 1) special education; 2) instrumental music; 3) nurse; 4) school psychologists; 5) social worker 6) speech therapist (clinician); 7) vocal music.

For seniority purposes, School District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment.

Subd. 4: "Seniority" means continuing contract qualified Tier 3 licensed and Tier 4 licensed teachers commencing with the first day of the continuous service in the School District and shall exclude probationary teachers, part-time teachers who spend less than 50% of a school year in employment, and those who are acting incumbents for teachers on authorized military or other similar leave of absences.

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

Subd. 5: "School Board" means the local governing board of the School District.

Section 3. ULA:

Subd. 1. The School Board may place on ULA for a period not exceeding 3 calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave shall be effective no later than the

close of the school year or at such earlier time as mutually agreed in writing (letter or email) between the teacher and the School Board.

Subd. 2. Teachers placed on such leave shall receive notice by April 15th of the school year prior to the commencement of such leave with reason therefore, without necessity for any hearing applicable to termination, except that a hearing may be provided to show any violation of this language.

Subd. 3. Teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed. No teacher shall be placed on ULA if any other qualified teacher with less seniority is employed in the same field and subject matter.

In addition, due to the new tiered licensing which took effect on July 1, 2018, a teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 licensed and Tier 4 licensed continuing contract teachers shall be placed on ULA in inverse order of seniority, as calculated by initial date of service as a licensed teacher in the School District.

Subd. 4. This section shall not apply if its application will result in any violation of the School District's non-discrimination obligations which shall include ethnicity, race, color, or sex; and the School District may retain teachers with less seniority if the School District is directed to do so by law or regulatory authority.

Subd. 5. In the event of a reduction in the number of teachers, action affecting teachers who have equal seniority, the selection of the teacher for purposes of reduction shall be selected based on the following criteria: 1. Service Date (first contracted date in School District) 2. Hire Date (date individual teaching contract signed by teacher) 3. Credits beyond BA/BS 4. Discretion of the School District based upon criteria including training, experience, and performance.

Subd. 6. Any teacher placed on such leave may engage in teaching or any other occupation during such a period and may be eligible for unemployment compensation if otherwise eligible for such compensation under that law and such leave will not result in a loss of credit for years of service in the School District earned prior to the commencement of such leave.

Subd. 7. No administrator will teach more than 50% of the school day to eliminate a teaching position.

Section 4. Reinstatement:

Subd. 1. No new teacher at any licensure tier shall be employed by the School District while any qualified teacher is on ULA in the same field and subject matter. Teacher(s) placed on ULA shall be reinstated to the position(s) from which they have been placed on ULA or any other available position in the School District in the fields in

which they are qualified as such position(s) become available. The order of reinstatement shall be in inverse order in which teachers were placed on ULA.

Subd. 2. When placed on ULA, a teacher shall file his/her name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice to the teacher at the last known address shall be sufficient, and the teacher on ULA shall be responsible to provide for forwarding of mail or for address change. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

Subd. 3. If a position becomes available for a qualified teacher on ULA, the School District shall mail the notice to such teacher who shall have 10 days from the date of such notice to accept the re-employment. Failure to reply in writing within such 10 day period shall constitute waiver on the part of the teacher to any further rights of employment or reinstatement, and that teacher shall forfeit any future reinstatement or employment rights. A teacher on ULA does not forfeit right to reinstatement when accepting a position for less than the full position the teacher was placed on ULA from, or when the teacher refuses an offered position.

Subd. 4. Reinstatement rights shall automatically cease 3 years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent between the School District and such qualified teacher.

Section 5. Establishment of Seniority List:

Subd. 1. By November 15th, the School Board shall cause a seniority list, (by name, date of employment, qualifications, and subject matter or field) to be prepared from its records. The list will include the name of every teacher, their seniority date (service date and hire date), credits beyond BA/BS, continuing contract or probationary status, and licensure area by tier. The School Board shall thereupon cause such list to be posted in an official place in each school building of the School District.

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

Subd. 3. Within 10 days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the School District, which list as revised shall be binding on the School District and any teacher. Each year thereafter the School Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new teachers. Such yearly revised list shall govern the application of the ULA until thereafter revised.

Section 6. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all teachers as defined in Section 2., Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other master agreement affecting such licensed employee.

Section 7: **Notice to teachers.** Following School Board action on discontinued positions and School Board action proposing placement of teachers on ULA, each individual teacher proposed for placement on ULA shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of the teacher's right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the School Board's proposed placement action.

Subd. 1. Right to a hearing and decision: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

ARTICLE XII **HOURS OF SERVICE**

Section 1. Basic Day: The teacher's basic day shall be from 7:30 a.m. to 3:30 p.m.. The basic day will be 8 hours, inclusive of lunch. Fridays and days before holidays teachers may leave at 3:15 p.m.

Section 2. Additional Activities: In addition to the basic school day, teachers may be expected to participate in School District activities, such as class advisor, beyond the teacher's basic day as is required by the School District.

Section 3. Lunch Period, Duty-Free: Each teacher shall receive a duty-free lunch period, uninterrupted and consistent with the lunch period at the level for which they are employed.

Section 4. Preparation Time: Secondary teachers shall have 6 periods of teaching or study time supervision and 1 class period for preparation time in a 7-period day. Secondary teachers shall have 5 periods of teaching and/or supervision time and 1 class period of preparation time in a 6-period day. Elementary teachers shall have a minimum of 260 minutes of preparation time per week. Such time may be 1 full-period or 2 half-

periods of uninterrupted time during the student day. Preparation time is to be spent in the building. Exceptions may be made by mutual, written agreement between the School District and the exclusive representative.

Subd. 1. Secondary teachers who teach a 6th hour/class will receive \$1155 in 2024-25 per semester. No stipend will be available for 6-period days. Supervisory time for the secondary teachers constitutes: study hall, lunch supervision, online class supervision, and ITV supervision.

Subd. 2. A teacher who agrees to teach an independent study class will be reimbursed \$100/student/semester.

Subd. 3. Teachers who substitute greater than 15 minutes during their preparation time will be compensated at the rate of \$30 in 2024-25 ~~for the full period~~. Teachers who absorb another teacher's class in addition to their own shall also be compensated at \$30 a day in 2024-25.

Subd. 4. Elementary teachers who teach a combination class will receive \$1155 in 2024-25 per semester.

Subd. 5. A teacher who teaches a College Credit class will be reimbursed \$400/semester.

Section 5. Compensation for Curriculum Work: Teachers working outside of the regular scheduled school hours will be compensated at the rate of \$30 per hour in 2024-25 for meetings with other teachers for graduation standards planning, curriculum development, or other professional activities. All work must be approved by the Superintendent in writing and in advance and must be under the supervision of a School District administrator.

ARTICLE XIII **LENGTH OF SCHOOL YEAR**

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the School Board shall, prior to April 1 of each year, establish the number of school days and teacher duty days for each school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The 2023-2025 school years shall consist of 181 duty days.

Section 2. Modification in Calendar, Length of School Days:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar, and, if school is closed on

a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board shall determine.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School Board further reserves the right to modify the length of the school day, as the School Board shall determine but with the understanding that the total number of weekly hours worked shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 5-day week.

ARTICLE XIV **TEACHER RECRUITMENT, SELECTION, AND** **RESIGNATION**

Section 1. Recruitment Procedure: The School Board and exclusive representative agree that the recruitment of new teachers is of importance to both the School Board and the exclusive representative. In the event of all openings or vacancies, the following recruitment procedures shall be used.

Subd. 1. Written notice of vacancies and openings shall be sent to the exclusive representative and to appropriate colleges and universities.

Subd. 2. Only licensed teachers holding at least a bachelor's degree will be hired. If after posting a licensed position for the following school year for 30 days or if by July 30, a licensed teacher is not able to be found, the School District reserves the right to hire a teacher on the Tier 1 or Tier 2 level to fill a position.

Subd. 3. When possible, candidates for a position will have an opportunity to meet with existing teachers who teach in related areas and School Board members before being hired.

Section 2. Resignation: Teachers under contract for the upcoming year who plan to resign shall submit their written resignation prior to July 15th.

ARTICLE XV **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher and/or the exclusive representative resulting in a dispute or disagreement between the

teacher or Union and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The grievant, administrators, or School Board 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 Interpretations:

Subd. 1. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Reference to “days” regarding time periods in this procedure shall refer to “working day”. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures in this article, 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. The filing or service of any notice or document required by this Agreement 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: A grievance 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(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant and the School District's designee.

Section 5. Resolution of Grievance: The School District and the grievant shall attempt to resolve all grievances which may arise during the course of employment of any grievant within the School District in the following manner:

Subd. 1. Step 1- if the grievance is not resolved through informal discussions, the School District's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Step 2- in the event the grievance is not resolved in Subd.1. above, the decision rendered may be appealed to the Superintendent, provided such appeal is made

in writing within 5 days after receipt of the decision in Subd.1. above. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Step 3- in the event the grievance is not resolved in Subd.2. above, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 5 days after receipt of the decision in Subd.2. above. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under this procedure provided the School Board or its representative(s) notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the grievant and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

Subd. 1. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 10 days following the decision in Section 5., Subd. 3. of this article.

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided in this article shall constitute a waiver of the grievance.

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

Subd. 5. Decisions by the arbitrator in cases properly presented before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

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

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

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it

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

ARTICLE XVI **DISCIPLINE AND DISCHARGE**

Section 1. Progressive Discipline: The School District will follow a progressive discipline procedure. The progression may be as follows:

- 1) oral reprimand,
- 2) written reprimand,
- 3) suspension with pay,
- 4) suspension without pay,
- 5) discharge.

Section 2. Right to Representation: A teacher who is being disciplined has the right to request and have the representative of the exclusive representative present when disciplinary action is taken.

Section 3. Reprimands: Oral and written reprimands will be issued in private and carried out by the principal and/or Superintendent.

Section 4. Suspensions: Suspension without pay may be up to 15 days. Suspension shall take effect upon the teacher's receipt of written notification from the Superintendent stating the grounds for suspension together with a statement that the teacher may appeal by using the grievance procedure beginning at ARTICLE XV, Section 5., Subd. 2..

Section 5. School District Discretion: The School District may omit any of the above steps if the severity of the offence warrants doing so. Teachers will only be discharged for just cause.

ARTICLE XVII **COMMUNITY EDUCATION** **EARLY CHILDHOOD FAMILY EDUCATION (ECFE)** **TEACHERS**

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an ECFE teacher who teaches in an early childhood and family program which is offered through a community

education program which qualifies for community education aid or ECFE aid must meet licensure requirements of a teacher. However, M.S. 122A.26 specifically provides that such license shall not be construed to bring such an ECFE teacher within the definition of a teacher for purpose of M.S. 122A.40. The parties recognize that the employment of ECFE teachers is unique and market driven, and accordingly requires particular consideration in the contract because of this unique employment relationship.

Section 2. Probationary Period: The probationary period of ECFE teachers shall be 3 consecutive school years of service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher.

Section 3. Layoff and Recall: ECFE teachers shall have seniority only as ECFE teachers and shall have a separate seniority list consisting of only ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within the order of seniority with other ECFE teachers.

Section 4. Compensation: The School District’s Community Education Director and all ECFE teachers will be compensated as follows:

2023-24

| Step Range | Community Education | Salary | Preschool |
|------------|---------------------|----------------------------|-------------|
| | Director | ECFE/K Plus Coordinator | Teacher |
| | Hourly Wage | Hourly Wage | Hourly Wage |
| 1 | \$18.86 | \$19.12 | \$18.18 |
| 2 | \$20.05 | \$20.32 | \$19.32 |
| 3 | \$21.24 | \$21.53 | \$20.48 |
| 4 | \$22.43 | \$22.73 | \$21.61 |
| 5 | \$23.62 | \$23.92 | \$22.77 |
| 6 | \$24.80 | \$25.12 | \$23.90 |
| 7 | \$26.00 | \$26.33 | \$25.05 |
| 8 | \$27.18 | \$27.54 | \$26.19 |
| 9 | \$28.36 | \$28.75 | \$27.33 |
| 10 | \$29.55 | \$29.94 | \$28.47 |

2024-25

| Step Range | Community Education | Salary | Preschool |
|------------|---------------------|----------------------------|-------------|
| | Director | ECFE/K Plus Coordinator | Teacher |
| | Hourly Wage | Hourly Wage | Hourly Wage |
| 1 | \$18.86 | \$19.59 | \$18.64 |
| 2 | \$20.05 | \$20.82 | \$19.80 |
| 3 | \$21.24 | \$22.06 | \$20.99 |
| 4 | \$22.43 | \$23.30 | \$22.15 |
| 5 | \$23.62 | \$24.52 | \$23.33 |

| | | | |
|----|---------|---------|---------|
| 6 | \$24.80 | \$25.75 | \$24.50 |
| 7 | \$26.00 | \$26.99 | \$25.68 |
| 8 | \$27.18 | \$28.23 | \$26.84 |
| 9 | \$28.36 | \$29.47 | \$28.01 |
| 10 | \$29.55 | \$30.69 | \$29.19 |

Section 5. Applicable Articles of the Master Agreement: The School District’s Community Education Director and all ECFE teachers shall be covered by the following sections of the Master Agreement.

| | |
|--------------|---|
| Article I | Purpose, |
| Article II | Recognition of the Exclusive Representative, |
| Article III | Definitions, |
| Article IV | School District Rights, |
| Article V | Teacher Rights, |
| Article VIII | Group Insurance *(See Section 8 for clarification)* |
| Article IX | Leaves of Absence, |
| Article XV | Grievance Procedure, |
| Article XVI | Discipline and Discharge, |
| Article XVII | Duration, |
| SCHEDULE C | Extra-Curricular Pay Schedule. |

The School District’s Community Education Director and any ECFE teacher may be hired to fill an extra-curricular assignment. Their position on SCHEDULE C regarding compensation will be mutually agreed to by the Director/teacher and the School District.

Section 6. Articles of the Master Agreement Not applicable: The School District’s Community Education Director and all ECFE teachers shall not be eligible for the following articles of the Master Agreement which apply only to the School District’s teachers:

| | |
|--------------|---|
| Article VI | Basic Schedules and Rates of Pay, |
| Article VII | Extra Compensation, |
| Article X | Severance Pay, |
| Article XI | Unrequested Leave of Absence (ULA) and Seniority Agreement, |
| Article XII | Hours of Service, |
| Article XIII | Length of School Year, |
| Article XIV | Teacher Recruitment, Selection, and Resignation, |
| SCHEDULE A | 2023-2024 Salary Schedule, |
| SCHEDULE B | 2024-2025 Salary Schedule. |

Section 7. Insurance: The School District’s Community Education Director and all ECFE teachers shall be eligible to participate in the School District’s group health and hospitalization insurance plan, their benefits to be based on the provisions of ARTICLE VIII.

Section 8. Step Advancement: An ECFE teacher must work a minimum of 400 hours during the year to qualify for step advancement. ECFE teachers who do not work 400

hours shall remain at their current step until such time as they complete 400 hours. An ECFE teacher shall advance steps upon completion of another 400 hours and for each 400 hours thereafter. Only 1 step change per year will be granted.

Section 9 Preparation Time: Each ECFE teacher shall be granted 1 hour of preparation time for every class held, up to 3 hours in length.

Section 10. Teacher In-service: ECFE teachers will be eligible to participate in all appropriate (as determined by the administration) School District and/or unit in-service activities and will be paid their normal rate of pay.

Section 11. Hours of Service, Duty Days, Duty Week, and Duty Year: The duty days, duty week, and duty year and hours of service shall be assigned by the School District. The School District will notify all ECFE teachers prior to September 15th of each year the anticipated employment needs for the coming year. **Hours lost due to inclement weather may be made up with prior, written approval of assignment duty by school administration.**

ARTICLE XVIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on **July 1, 2023, through June 30, 2025**, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on **July 1, 2025 it shall give written notice of such intent to the other party no later than May 1, 2025.** Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent of both parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any such provision 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 or any provision.

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

For Exclusive Representative

For the School District

President

School Board Clerk

Chief Negotiator

Chief School Board Negotiator

Dated this ____ day of
_____, 2024

Dated this ____ day of
_____, 2024

SCHEDULE C EXTRA-CURRICULAR PAY SCHEDULE

The following percentages are based upon the salary of the “Extra-Curricular Lane,” with credit given for each year the individual has been coaching that particular sport or for each year according to the experience in the activity and within the provisions of the Master Agreement. Payment for the summer programs shall be based on the position or Agreement of the preceding year.

| <u>ACTIVITY</u> | 2023-2025 |
|---|-------------|
| All Head Coaches..... | 10% |
| All Assistant Coaches. | 7.0% |
| All Jr. High Coaches | 5.0% |
| Additional/C Squad Coach (TBD by School Board) | 6.0% |
| Activity Director | 17.0% |
| Cheerleading (F.B.)..... | 3.0% |
| Cheerleading (B.B.) | 3.0% |
| School Yearbook..... | 10.0% |
| Play Advisor (Each of 2 Plays)..... | 6.0% |
| Junior High School Play | 3.0% each |
| One Act Play Contest..... | 3.0% |
| NHS Advisor (Before or After School) | 2.0% |
| HS Student Council Advisor (Before or After School) | 1.0% |
| FLA Advisor | 10.0% |
| Science Fair..... | 2.0% |
| Speech Team | 3.5% |
| Band Performance | 7.0% |
| Choir Performance | 3.0% |
| Media Coordinator | 4.0% |
| Knowledge Bowl..... | 3.0% |
| Geography Bee Coordinator | 1.0% |
| Spelling Bee Coordinator..... | 1.0% |
| Junior Class Advisors..... | 4.00% / (2) |
| Trap Shooting Coach | 4.0% |
| Trap Shooting Assistant Coach..... | 2.0% |
| Future Problem Solvers..... | 3.0% |
| Challenge Club..... | 2.5% |
| Robotics Coach/Advisor | 4.0% |
| Safety Patrol..... | 1.0% |

Class advisors for grades 6 – 10 and grade 12 will receive a stipend each year. Each team per grade will divide 1 stipend of \$300 amongst them.

Teachers may be assigned other extra duty with compensation as indicated below.

Request for payment must be submitted at the end of each season of play.

All individual teachers in charge of a group of students for an activity scheduled and approved in writing by the principal in advance will be paid \$20.00. This also applies to elementary instructors when assigned to supervision by the principal.

Any teacher in charge of supervising an event will be paid (with written pre-approval of an administrator) as follows: Varsity: \$50, Junior Varsity: \$25, Junior High: \$25, Elementary: \$25.

Teachers who are directly responsible for coordinating Kindergarten Roundup will be paid \$30 per hour in 2024-25, but must have written, prior administrative approval – personnel, duties, and time

SCHEDULE A: 2023-24 SALARY SCHEDULE

| LEVEL | Extra Curricular | BA | BA + 10 | BA + 20 | BA + 30 | BA + 40 | BA + 50 | MA | MA+10 | MA+20 |
|-------|------------------|--------|---------|---------|---------|---------|---------|--------|--------|--------|
| 0 | 40,941 | 41,862 | 42,271 | 42,680 | 43,090 | 43,499 | 44,183 | 44,808 | 45,417 | 46,028 |
| 1 | 41,866 | 42,808 | 43,244 | 43,680 | 44,116 | 44,552 | 45,278 | 45,902 | 46,511 | 47,121 |
| 2 | 42,790 | 43,753 | 44,189 | 44,624 | 45,061 | 45,496 | 46,223 | 46,847 | 47,455 | 48,066 |
| 3 | 43,713 | 44,697 | 45,133 | 45,569 | 46,005 | 46,441 | 47,166 | 47,792 | 48,401 | 49,009 |
| 4 | 44,637 | 45,641 | 46,078 | 46,514 | 46,949 | 47,385 | 48,112 | 48,736 | 49,346 | 49,956 |
| 5 | 45,561 | 46,586 | 47,022 | 47,456 | 47,895 | 48,329 | 49,054 | 49,681 | 50,291 | 50,900 |
| 6 | 46,486 | 47,532 | 47,965 | 48,403 | 48,838 | 49,274 | 49,999 | 50,624 | 51,233 | 51,844 |
| 7 | 47,407 | 48,474 | 48,911 | 49,346 | 49,782 | 50,218 | 50,945 | 51,571 | 52,179 | 52,789 |
| 8 | 48,331 | 49,418 | 49,855 | 50,291 | 50,725 | 51,163 | 51,890 | 52,514 | 53,123 | 53,732 |
| 9 | 49,256 | 50,364 | 50,799 | 51,233 | 51,672 | 52,107 | 52,834 | 53,458 | 54,068 | 54,676 |
| 10 | 50,178 | 51,307 | 51,744 | 52,179 | 52,615 | 53,050 | 53,778 | 54,403 | 55,014 | 55,623 |
| 11 | 51,102 | 52,252 | 52,687 | 53,125 | 53,560 | 53,995 | 54,722 | 55,347 | 55,956 | 56,566 |
| 12 | 52,027 | 53,198 | 53,632 | 54,068 | 54,504 | 54,940 | 55,667 | 56,292 | 56,901 | 57,511 |
| 13 | 52,950 | 54,141 | 54,577 | 55,014 | 55,448 | 55,885 | 56,611 | 57,235 | 57,844 | 58,453 |
| 14 | 53,873 | 55,085 | 55,523 | 55,957 | 56,394 | 56,830 | 57,556 | 58,180 | 58,791 | 59,399 |
| 15 | 54,798 | 56,031 | 56,466 | 56,902 | 57,339 | 57,774 | 58,499 | 59,124 | 59,733 | 60,342 |
| 16 | 55,722 | 56,976 | 57,410 | 57,847 | 58,283 | 58,718 | 59,444 | 60,068 | 60,678 | 61,288 |
| 17 | 56,600 | | 58,355 | 58,792 | 59,226 | 59,663 | 60,390 | 61,015 | 61,623 | 62,232 |
| 18 | 57,478 | | 59,300 | 59,735 | 60,171 | 60,608 | 61,334 | 61,958 | 62,568 | 63,177 |
| 19 | 58,358 | | 60,244 | 60,680 | 61,117 | 61,551 | 62,276 | 62,903 | 63,513 | 64,121 |
| 20 | 59,236 | | 61,188 | 61,624 | 62,060 | 62,495 | 63,223 | 63,847 | 64,457 | 65,066 |
| 21 | 60,114 | | | 62,568 | 63,004 | 63,440 | 64,167 | 64,792 | 65,401 | 66,012 |
| 22 | 60,994 | | | 63,513 | 63,948 | 64,386 | 65,111 | 65,734 | 66,345 | 66,954 |
| 23 | 61,872 | | | 64,457 | 64,893 | 65,329 | 66,057 | 66,680 | 67,289 | 67,850 |
| 24 | 62,750 | | | 65,401 | 65,836 | 66,274 | 67,000 | 67,624 | 68,233 | 68,843 |
| 25 | 63,629 | | | 66,345 | 66,783 | 67,217 | 67,945 | 68,569 | 69,178 | 69,788 |
| 26 | 64,507 | | | 67,290 | 67,725 | 68,162 | 68,888 | 69,514 | 70,123 | 70,732 |
| 27 | 65,385 | | | 68,237 | 68,671 | 69,106 | 69,834 | 70,457 | 71,067 | 71,677 |
| 28 | 66,263 | | | 69,179 | 69,617 | 70,052 | 70,776 | 71,394 | 72,012 | 72,621 |
| 29 | 67,141 | | | 70,116 | 70,554 | 70,989 | 71,715 | 72,340 | 72,949 | 73,558 |
| 30 | 68,019 | | | 71,053 | 71,490 | 71,926 | 72,652 | 73,277 | 73,886 | 74,495 |
| 31 | 68,897 | | | 71,988 | 72,427 | 72,861 | 73,587 | 74,213 | 74,822 | 75,431 |
| 32 | 69,776 | | | 72,926 | 73,361 | 73,798 | 74,523 | 75,148 | 75,758 | 76,367 |
| 33 | 70,654 | | | 73,861 | 74,298 | 74,734 | 75,461 | 76,084 | 76,696 | 77,303 |
| 34 | 71,532 | | | 74,797 | 75,234 | 75,668 | 76,395 | 77,020 | 77,630 | 78,240 |
| 35 | 72,410 | | | 75,732 | 76,168 | 76,605 | 77,331 | 77,955 | 78,565 | 79,176 |

SCHEDULE B: 2024-2025 SALARY SCHEDULE

| LEVEL | Extra Curricular | BA | BA + 10 | BA + 20 | BA + 30 | BA + 40 | BA + 50 | MA | MA+10 | MA+20 |
|-------|------------------|--------|---------|---------|---------|---------|---------|--------|--------|--------|
| 0 | 40,941 | 43,062 | 43,471 | 43,880 | 44,290 | 44,699 | 45,383 | 46,008 | 46,617 | 47,228 |
| 1 | 41,866 | 44,008 | 44,444 | 44,880 | 45,316 | 45,752 | 46,478 | 47,102 | 47,711 | 48,321 |
| 2 | 42,790 | 44,953 | 45,389 | 45,824 | 46,261 | 46,696 | 47,423 | 48,047 | 48,655 | 49,266 |
| 3 | 43,713 | 45,897 | 46,333 | 46,769 | 47,205 | 47,641 | 48,366 | 48,992 | 49,601 | 50,209 |
| 4 | 44,637 | 46,841 | 47,278 | 47,714 | 48,149 | 48,585 | 49,312 | 49,936 | 50,546 | 51,156 |
| 5 | 45,561 | 47,786 | 48,222 | 48,656 | 49,095 | 49,529 | 50,254 | 50,881 | 51,491 | 52,100 |
| 6 | 46,486 | 48,732 | 49,165 | 49,603 | 50,038 | 50,474 | 51,199 | 51,824 | 52,433 | 53,044 |
| 7 | 47,407 | 49,674 | 50,111 | 50,546 | 50,982 | 51,418 | 52,145 | 52,771 | 53,379 | 53,989 |
| 8 | 48,331 | 50,618 | 51,055 | 51,491 | 51,925 | 52,363 | 53,090 | 53,714 | 54,323 | 54,932 |
| 9 | 49,256 | 51,564 | 51,999 | 52,433 | 52,872 | 53,307 | 54,034 | 54,658 | 55,268 | 55,876 |
| 10 | 50,178 | 52,507 | 52,944 | 53,379 | 53,815 | 54,250 | 54,978 | 55,603 | 56,214 | 56,823 |
| 11 | 51,102 | 53,452 | 53,887 | 54,325 | 54,760 | 55,195 | 55,922 | 56,547 | 57,156 | 57,766 |
| 12 | 52,027 | 54,398 | 54,832 | 55,268 | 55,704 | 56,140 | 56,867 | 57,492 | 58,101 | 58,711 |
| 13 | 52,950 | 55,341 | 55,777 | 56,214 | 56,648 | 57,085 | 57,811 | 58,435 | 59,044 | 59,653 |
| 14 | 53,873 | 56,285 | 56,723 | 57,157 | 57,594 | 58,030 | 58,756 | 59,380 | 59,991 | 60,599 |
| 15 | 54,798 | 57,231 | 57,666 | 58,102 | 58,539 | 58,974 | 59,699 | 60,324 | 60,933 | 61,542 |
| 16 | 55,722 | 58,176 | 58,610 | 59,047 | 59,483 | 59,918 | 60,644 | 61,268 | 61,878 | 62,488 |
| 17 | 56,600 | | 59,555 | 59,992 | 60,426 | 60,863 | 61,590 | 62,215 | 62,823 | 63,432 |
| 18 | 57,478 | | 60,500 | 60,935 | 61,371 | 61,808 | 62,534 | 63,158 | 63,768 | 64,377 |
| 19 | 58,358 | | 61,444 | 61,880 | 62,317 | 62,751 | 63,476 | 64,103 | 64,713 | 65,321 |
| 20 | 59,236 | | 62,388 | 62,824 | 63,260 | 63,695 | 64,423 | 65,047 | 65,657 | 66,266 |
| 21 | 60,114 | | | 63,768 | 64,204 | 64,640 | 65,367 | 65,992 | 66,601 | 67,212 |
| 22 | 60,994 | | | 64,713 | 65,148 | 65,586 | 66,311 | 66,934 | 67,545 | 68,154 |
| 23 | 61,872 | | | 65,657 | 66,093 | 66,529 | 67,257 | 67,880 | 68,489 | 69,050 |
| 24 | 62,750 | | | 66,601 | 67,036 | 67,474 | 68,200 | 68,824 | 69,433 | 70,043 |
| 25 | 63,629 | | | 67,545 | 67,983 | 68,417 | 69,145 | 69,769 | 70,378 | 70,988 |
| 26 | 64,507 | | | 68,490 | 68,925 | 69,362 | 70,088 | 70,714 | 71,323 | 71,932 |
| 27 | 65,385 | | | 69,437 | 69,871 | 70,306 | 71,034 | 71,657 | 72,267 | 72,877 |
| 28 | 66,263 | | | 70,379 | 70,817 | 71,252 | 71,976 | 72,594 | 73,212 | 73,821 |
| 29 | 67,141 | | | 71,316 | 71,754 | 72,189 | 72,915 | 73,540 | 74,149 | 74,758 |
| 30 | 68,019 | | | 72,253 | 72,690 | 73,126 | 73,852 | 74,477 | 75,086 | 75,695 |
| 31 | 68,897 | | | 73,188 | 73,627 | 74,061 | 74,787 | 75,413 | 76,022 | 76,631 |
| 32 | 69,776 | | | 74,126 | 74,561 | 74,998 | 75,723 | 76,348 | 76,958 | 77,567 |
| 33 | 70,654 | | | 75,061 | 75,498 | 75,934 | 76,661 | 77,284 | 77,896 | 78,503 |
| 34 | 71,532 | | | 75,997 | 76,434 | 76,868 | 77,595 | 78,220 | 78,830 | 79,440 |
| 35 | 72,410 | | | 76,932 | 77,368 | 77,805 | 78,531 | 79,155 | 79,765 | 80,376 |



Education & Administrative Resources

1420 East College Drive
Marshall, MN 56258
www.swsc.org

SWWC Service Cooperative Contracts Summary

| | 23-24 Contracts | 24-25 Contracts |
|--|--------------------|-----------------------|
| Member: Lester Prairie Public School | | |
| Child Count on Contracts | 471 | 487 |
| Membership Dues (One-Time) | \$0.00 | \$0.00 |
| Administrative Solutions | | |
| Environmental/Occupational Health & Safety Management Program | \$0.00 | \$0.00 |
| Health & Safety Management Assistance | \$1,125.52 | \$1,184.76 |
| Drug & Alcohol Services | No | No |
| Regional Management Information Center | | |
| • Business/SMART Systems Services | \$10,146.90 | \$10,715.40 |
| • Business UFARS Support Services without access to SMART Systems | \$0.00 | \$0.00 |
| • MARSS/Other Revenue Reporting Services | \$1,753.25 | \$1,889.60 |
| • Extended Services Subscription | \$0.00 | \$0.00 |
| Technology Services | | |
| • Basic Technology Services | NO \$955.00 | \$985.00 |
| • Supplemental Technology Support & Integration Block Hours | \$0.00 | \$0.00 |
| • Technology Coordinator and/or Integration Services | \$0.00 | \$0.00 |
| • E-Rate Coordination Services | NO \$1,950.00 | \$1,950.00 |
| • Comprehensive Cyber Security | \$0.00 | \$0.00 |
| • Student Data Privacy Program | \$1,500.00 | \$1,545.00 |
| • Email Security Service | No | No |
| • Email Archiving Service | No | No |
| • Secured Remote Backup Service | No | No |
| • Website ADA Accessibility and Usability Support with Siteimprove | No | No |
| • OnDemand IT Certification and Training Solution with Stormwind Studios | No | No |
| • Moodle Course Hosting Service | No | No |
| • Moodle in Your School Service | No | No |

Educational Solutions

| | | |
|---|-------------------------|-------------------------|
| Special Education Services (excluding Autism Services): | | |
| • School Psychologist | \$22,650.00 | \$24,600.00 |
| • Speech/Language Pathologist | \$104,640.00 | \$116,130.00 |
| • School Social Worker | \$0.00 | \$0.00 |
| • Teacher of the Visually Impaired | \$0.00 | \$0.00 |
| • Early Childhood Special Education Teacher | \$54,125.00 | \$44,200.00 |
| • Teacher of the Deaf/Hard of Hearing | \$0.00 | \$0.00 |
| • DAPE Teacher | \$0.00 | \$0.00 |
| • Occupational Therapy | \$36,630.00 | \$23,835.00 |
| • Orientation and Mobility Services | \$0.00 | \$0.00 |
| • Physical Therapy | \$10,328.00 | \$5,100.00 |
| • Regional ECSE Coordination | \$1,620.00 | \$1,701.00 |
| • Special Education Cooperative Membership Fee | \$10,945.00 | \$12,950.00 |
| • Shared Special Education Administrative Services | \$30,939.00 | \$34,184.00 |
| • Single District Special Education Administrator | \$0.00 | \$0.00 |
| TOTAL SPECIAL EDUCATION SERVICES | \$271,877.00 | \$262,700.00 |
| Autism Consultant Services | \$0.00 | \$0.00 |
| Behavior Analytic Services | \$8,220.00 Package B | \$8,580.00 Package B |
| Mental Health Services | \$0.00 | \$0.00 |
| Licensed School Nursing Services | \$5,100.00 Package A | \$6,100.00 Package A |
| Teaching & Learning Shared Curriculum & Instruction Coordination Services | \$12,408.00 | \$16,950.00 |
| Teaching & Learning Customized Services | \$0.00 | \$0.00 |
| Instructional Coaching for Teachers | \$0.00 | \$0.00 |
| STARRS Online Academy | No | No |
| Translation/Interpretation | No | No |
| TOTAL | \$315,035.67 | \$312,599.76 |

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2024-25**

THIS AGREEMENT, is executed this 1st day of February, 2024, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **Lester Prairie Public School**, No. 424, located at Lester Prairie, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC’s members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members (“Additional Services”). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

1. Dues and Fees.

- a. **Membership Dues.** The SWWC Board of Directors has determined membership fees (“Annual Membership Dues”) as follows:
 - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A **one-time fee of \$25** will be assessed.
 - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A **one-time fee of \$50** will be assessed.
 - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule (“Additional Services Fees”). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
 3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) from the second prior fiscal year (22-23). The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.
 4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys’ fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
 - a. any act or omission by Member or any of Member’s agents or employees which violates this Agreement;
 - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member’s agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
 - d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
 - e. any claim or demand arising from the employment for engagement by Member of any person or entity.
5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2024 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").
 - a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
 - b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.
6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:
 - a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
 - b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.
7. **General Provisions.**
 - a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

- b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.
- c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.
- d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- e. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- g. **LIMITATION OF REMEDY.** SWWC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: _____
Authorized Signature

BY: _____
Authorized Signature

ADDENDUM A
TO MEMBERSHIP AGREEMENT
ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: www.swwc.org/EOHS.
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$783.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

The Annual Fee for 2024-25 will be:

\$0.00

5. **Term; Payment.** Notwithstanding any provision in the Membership Agreement to the contrary, E/OHSMP General and No-cost Services will be provided to and paid for by the Member for a Term of one year (1 year), commencing as of the Effective Date of the Membership Agreement. The Annual Fee due hereunder shall be payable in three installments on or before July 30, October 15, and February 15 of each fiscal year. This agreement may be terminated for proper cause by either party for any reason upon ninety (90) days written notice to the other party.
6. **Hold Harmless.** That Member recognizes that IEA is solely responsible for the performance of the E/OHSMP. It recognizes that SWWC merely acts as a financial intermediary and has no voice in, and does not exercise control over the manner in which IEA performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to hold harmless SWWC, as well as IEA agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of IEA's services and to look solely to IEA for redress.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM B
TO MEMBERSHIP AGREEMENT
HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** SWWC is engaged in providing consultation and coordination of Health and Safety Management Assistance Services related to the management of environmental health and safety concerns for Members; and the Member hereby subscribes to such services. These services are subject to change and may include:
 - Assisting the Member in identifying and prioritizing health and safety plans and programs.
 - Conducting on-site management assistance work during a minimum of one site visit to the Member site per fiscal year if total square footage is less than 140,000; or a minimum of two site visits to the Member site per fiscal year if the total square footage is greater than or equal to 140,000.
 - Working with the Minnesota Department of Education and other Service Cooperatives in the development of future health and safety workshops, meetings, etc.
 - Directing communication with Minnesota Department of Education.
 - Interpreting mandatory requirements from the Minnesota Department of Education.
 - Assisting in the completion of mandatory reports.
 - Providing personalized service such as summarizing communications (mass emails, etc.) to the Member, drawing attention to what it needs to attend or complete.
 - Assisting in determinations of what is allowable under Long-Term Facility Maintenance (LTFM) funding.
 - Assisting in the coding of LTFM expenditures.
 - Providing interpretations of regulatory agencies.
 - Conducting a mock OSHA building walk through.
 - Assisting in “Machine Guarding”.
2. **Annual Fee.** In consideration for the services described at Section 1 to this Addendum, the Member agrees to pay to SWWC an “Annual Fee” to be calculated as follows:

$$118,476 \text{ square feet} \times \$0.001/\text{square foot} = \underline{\$1,184.76}$$

The Annual Fee shall be payable in one installment in accordance with the provisions of the Membership Agreement.

3. **Type III Vehicle Training – Additional Cost.** At the Member’s election, SWWC also facilitates an on-line Type III vehicle training course. This additional service is offered to the Member at an additional cost, calculated on a per driver basis. Additional information for this service can be found at www.swwc.org/TypeIII.
4. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM C
TO MEMBERSHIP AGREEMENT
DRUG & ALCOHOL SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the “Services”) to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
 - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
 - 2.2 Laboratory (SAMHSA) testing
 - 2.3 All testing supplies
 - 2.4 Overnight courier service
 - 2.5 Confidential information management
 - 2.6 DOT required statistical reports
 - 2.7 Medical Review Officer (MRO) services
 - 2.8 Blind sample compliance

3. **Program Description Fees:**

Program Access: Program Membership fee is **\$250.00** per District per Year.

Lab analysis per Drug test:

****Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative**

***Testing Fees only apply to those individuals randomly selected from our statewide pool. Random selections are completed four times per year.*

4. **Enrollment; Payment.** The Member shall submit an enrollment form to SWWC for each driver. Program Membership Fee will be invoiced annually by Lakes County Service Cooperative. Fees for all other services and programs discussed herein will be invoiced following completion of services, and shall be payable as identified on the invoice.
5. **Member Responsibilities.** The Member shall be responsible for the following:
 - a. Completing the entire Enrollment Form initially, and providing updates (i.e. driver additions/deletions), and submitting such reports in a timely manner to SWWC.
 - b. Providing an employee that is the Designated Employer Representative (DER) for the Member.
 - c. If collection is conducted on-site by a mobile collector, providing a private location that meets requirements.

6. **Use of SWWC’s mobile collector Fees:**

*Alcohol Testing:

At cost; district will be direct billed from provider

*Drug Testing:

At cost; district will be direct billed from provider

Note: These costs are in addition to those described above in #3 Program Description Fees.

**Mobile Collections fees will be a direct bill from the mobile collections provider. If a member wishes to use a certified local center, please contact Kayla Speidel at 507-537-2275 or kayla.speidel@swwc.org to complete required setup.*

7. **Hold Harmless.** The Member recognizes that Lakes Country Service Cooperative (LCSC) is solely responsible for the performance of the Services. The Member further recognizes that SWWC merely acts as a financial intermediary and has no authority, and does not exercise control, over the manner in which LCSC performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to: (i) hold SWWC, as well as LCSC agents and employees, harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of LCSC's services; and (ii) to look solely to LCSC for redress.
8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM D
TO MEMBERSHIP AGREEMENT
REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)
2024-25
Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member hereby subscribes to the Regional Management Information Center Services (“RMIC Services”) pursuant to the terms of the Membership Agreement and this Addendum. The RMIC Services to be provided by SWWC may include finance, payroll, and student administrative support services as outlined below.

2. **Business/SMART SYSTEMS Services; Fees.**

- a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, subscription and SMART SYSTEMS Trainings. New employee SMART SYSTEMS training will be provided virtually or at the SWWC Office.
- b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.
- c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, and payroll assistance (email and phone support, UFARS edits, submissions, account code conversions, payroll adjustments, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.
- d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
 - i. Emergency services, training, and additional accounting and payroll/HR services not covered in basic fee will be charged at \$90.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
 - ii. Small Group Training – \$125.00/half day and \$210.00/full day.
 - iii. ACA Electronic Filing will be billed at \$275.00 for Original 1094/1095 B & C Forms and \$275.00 each for Amended 1094/1095 B & C Forms.
 - iv. Time Tracker: Fixed fee \$550 per district plus \$11/employee and \$7/sub if under 100 licenses, \$8/employee and \$5/sub if over 100 licenses.
- e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

| | | |
|------|---|-------------------|
| i. | FIXED OPERATIONS, LICENSE & WORKSHOP FEE: | <u>\$3,800.00</u> |
| ii. | SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT: | |
| | <u>487 @ \$10.00</u> per student = | <u>\$4,870.00</u> |
| iii. | SMART SYSTEMS SUPPORT & SERVICES FEE: | |
| | <u>487 @ \$4.20</u> per student = | <u>\$2,045.40</u> |

3. **Business UFARS Support Services without access to SMART Systems; Fees.**

- a. The Finance UFARS Support & Business Services offsets the cost of staff time used to provide support and includes overall UFARS and general finance assistance (email support, phone support, fiscal year-end (“FYE”))

workshop and materials. This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member's student enrollment.

- b. **Business Services Worksheet:** If applicable, the fees shall be calculated as set forth below.

i. FINANCE UFARS SUPPORT WITHOUT ACCESS TO SMART SYSTEM

487 @ \$0.00 per student = \$0.00

4. **MARSS/Other Revenue Reporting Services; Fees.**

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
- i. Paper and postage will be billed at cost.
 - ii. MARSS training and emergency services not covered in basic fee will be charged or \$90.00 per hour (billed in one-half hour increments) when provided at the Member's district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
 - iii. Small Group Training - \$125.00/half day and \$210.00/full day.
- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member's MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.

i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$1,500.00

ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:

487 @ \$0.80 per student = \$389.60

5. **Extended Services; Fees.** In addition to the aforementioned services, the Member has chosen to subscribe, and SWWC agrees to perform those extended business services as per negotiated agreement (RMIC Exhibit A) with the Director of Business Services. The fees for such Extended Services may change from year to year at the discretion of the SWWC Board of Directors. The provision of the Extended Services shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to Extended Services on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term. During the Initial Term of the Membership Agreement, the total fee for the Extended Services shall be:

0 @ \$475 per day = \$0.00

6. **Annual Fee; Payment.** In consideration for SWWC's RMIC Services as set forth in this Addendum D, the Member agrees to pay an annual fee to SWWC in the amount outlined below. Notwithstanding and provision in the Membership Agreement to the contrary, the Annual Fee (excluding Extended Services) due pursuant to this Addendum shall be payable in three installments during each Term, with one installment becoming due and payable on or before each of the following dates: July 30, October 15, and February 15. Extended Services shall be paid in monthly installments.

The total cost of RMIC Services for July 1, 2024 through June 30, 2025 is as follows:

| | |
|--|---------------------------|
| Business/SMART SYSTEMS Services (3 installments) | \$10,715.40 |
| Business UFARS Support Services w/out access to SMART Systems (3 installments) . . . | \$0.00 |
| MARSS/Other Revenue Reporting Services (3 installments) | \$1,889.60 |
| Extended Services Subscription (12 installments) | \$0.00 |
| <u>TOTAL CONTRACTED RMIC SERVICES</u> | <u>\$12,605.00</u> |

- 7. Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations pursuant to this Addendum shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months.
- 8. Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E
TO MEMBERSHIP AGREEMENT
TECHNOLOGY SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Description of Services.** SWWC is engaged in providing certain technology services listed below to its members at the rates listed below.

a. **Technology Services for Members with NO CONTRACT.**

| | | |
|-------------------------|-------------------------|---------------|
| Non-Contracting Entity: | Technology Service: | \$94.50/Hour |
| | After Hours Support: | \$117.00/Hour |
| | On-site Training Fee: | \$190.00/Hour |
| | Cybersecurity Services: | \$288.00/Hour |

Note: Round Trip Mileage will be charged at the current IRS rate.
Round Trip Windshield Time will be assessed at the daily rate.

After-hours support shall be any support provided outside of normal support hours (7:00 a.m. to 5:00 p.m. Monday through Friday) or on an SWWC observed holiday.

Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.

b. **Basic Technology Services.**

i. A Member subscribing to SWWC’s Basic Technology Services shall be entitled to:

1. Access to SWWC’s basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member’s contract level), including:
 - Phone support and assessment (additional charges for extended remote support (more than 10 combined minutes per incident) or remote access and site visit support)
 - Development of purchasing specifications for equipment and software
 - Discount pricing for Technology Days as defined below:
 - Discounted admission to technology workshops and presentations
 - Discounted admission rates for SWWC technology conferences
 - Free or discounted fees for SWWC sponsored training sessions
3. Discounted pricing (2% or higher discount) on SWWC Technology Coordinated Consortium Purchase Programs.
4. Complimentary enrollment and participation in SWWC’s BrightBytes Clarity or Modern Learning offering technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

| | | | |
|---------------------------|------------|---------------------------------|------------|
| Enrollment less than 501 | \$985.00 | Enrollment Over 3,000 | \$3,230.00 |
| Enrollment 501 to 1,000 | \$1,815.00 | CCOGA less than 26 employees | \$260.00 |
| Enrollment 1,001 to 2,000 | \$2,290.00 | CCOGA with 26 or more employees | \$420.00 |
| Enrollment 2,001 to 3,000 | \$2,970.00 | | |

c. **Supplemental Technology Support and Integration Services.** The Member may add the following Supplemental Technology Support and Integration Services to its Technology subscription. Such services will entitle the Member to on-site or remote support of network equipment and software (including installations and updates), as well as general assistance to the Member’s current technology leadership and team. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member’s Technology Service Rate.

i. **Supplemental Technology Support and Integration Services (On-Call Services) Fees.**

1. A Member subscribing to SWWC’s Basic Technology Services will further be entitled to receipt of on-call services at the following rates:

| | |
|-------------------------|------------------------------|
| Technology Service: | \$85.00/Hour |
| On-site Training Fee: | \$140.00/Hour |
| Cybersecurity Services: | \$190.50/Hour |
| After Hours Support: | Billed at normal hourly rate |

2. The following additional charges or restrictions may apply:

- Round Trip Mileage will be charged at the current IRS rate;
- After Hours Support shall be billed at the Member’s normal hourly rate;
- Round Trip Windshield Time will be assessed at the daily rate;
- Participant capacity for on-site training may be restricted depending on type of training being provided; capacity will be determined when training is scheduled.

ii. **Supplemental Technology Support and Integration Services “Block Hours”.** A district or entity may purchase block hours at discounted pricing to be utilized on a monthly basis. Block Hours must be used each month and may be carried over one subsequent month. If Block Hours are not used within the following month, they will be forfeited without refund. The following costs, restrictions and stipulations apply to the Member’s purchase of Block Hours:

1. A Basic Technology Services Contract is required in order to receive this pricing.
2. Additional Onsite Trainings will be charged at the rate of \$140.00/hour.
3. Additional Technology Service Hours will be charged at the rate of \$85.00/hour.
4. Block Hour Service Fees:

- 1 day per month block
 - 12 Month Tech Support or Integration Option \$7,824 / year
 - 9 Month Tech Integration Option \$6,120 / year
- 2 days per month block
 - 12 Month Tech Support or Integration Option \$14,928 / year
 - 9 Month Tech Integration Option \$11,790 / year

5. Round Trip Mileage will be charged at the current IRS rate.
6. 9 Month options are for Technology Integration services only and days must be scheduled between September 1 and May 31 of the contract year.

d. **Technology Coordination or Integration Services.** A district or entity may contract with SWWC for Technology Coordination and Integration Services at dramatically reduced rates from the on-call Technology Services. The days reflected in this contract shall be scheduled upon contract execution or July 1 of the contract year, whichever is later. Contracted days do not count as on-call days. The days contracted must be scheduled for usage on a regular basis. On-call visits or remote support will be billed out at the normal Contracting Entity On-Call Technology Service rate in addition to the actual contract amount, as needed. On contracts of (3) days per week or more, Members may elect to stack technology coordination and integration services into a single contract. Scheduling of substituted days must be arranged prior upon the establishment of the contract term and substitution must occur in a consistent format to accommodate staffing.

- i. Onsite Training will be charged at the rate of \$140.00/hour.
- ii. Additional technology service hours will be charged at the daily rate that corresponds with the selected contract level.
- iii. **Technology Coordinator and Integration Services Fees.** *This service is inclusive of Basic Technology Services; Basic Technology Service Subscription Fee Waived. (Daily rates are provided for comparison purposes only; actual monthly billing will be 1/12th of annual contract.)*

12-Month Contract Rates

- 1 Day per week \$612.00/day = \$31,824 annual contract
- 2 Days per week \$572.00/day = \$59,488 annual contract
- 3 Days per week \$532.00/day = \$82,992 annual contract
- 4 Days per week \$512.00/day = \$106,496 annual contract

9-Month Contract Rates

- 1 Day per week \$648.00/day = \$25,920 annual contract
- 2 Days per week \$613.00/day = \$49,040 annual contract

- 3 Days per week \$577.00/day = \$69,240 annual contract
- 4 Days per week \$542.00/day = \$86,720 annual contract

Note: These rates include Round Trip mileage from SWWC to Technology Office Location at district. Mileage charges apply at the IRS rate for additional travel performed on district business.

e. Full-Time Technology Coordinator Services.

- i. Full-time Technology Coordination Services will place a full-time equivalency of SWWC technology service employees in a district or entity on a full-time basis. Holidays, sick and annual leave time, and professional development will be observed by the Member as a part of this agreement. Substitute Technology staff members may be provided at the discretion of the Member and SWWC. Entities entering into a full-time agreement for the first time must commit to a 3-year agreement as the initial term; the 3-year commitment discount will be applied during this initial term.
- ii. The rate listed below includes Round Trip Mileage from SWWC to Technology Office Location at the District. Mileage charges apply at the IRS rate for additional travel performed on district business.
- iii. The Member shall remain responsible for data retention and backups on days that the SWWC Employee is not on-site.
- iv. **Services Fees.**

1. The “Base Fee” for Full-Time Technology Coordinator or Integration Services shall be:

\$113,880.00 per year

2. On-site training days may be purchased at \$140.00 per hour. Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.
3. **3-year Full Time Technology Coordinator Service Commitment Discount.** Members that enter into a three 3-year commitment for Full-time Technology Coordination will receive a 3% discount on such services for each of the three (3) years.
4. Full-Time contracts may be split between two neighboring Members or entities. A splitting fee will be assessed to each contracting entity when sharing a full-time contract. Contract splitting fees cover travel and administrative expenses associated with covering multiple Member. Split Contracts may not exceed a total of 5 days per week; additional days added to a full-time contract are subject to the rates associated with the additional service level.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,005.00 per entity

60/40 Split Contract: \$2,010.00 per entity

5. Full-Time contracts may be split between Technology Coordination/Support and Tech Integration. A splitting fee will be assessed to the Member when splitting between Technology Coordination/Support and Tech Integration.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,600.00 per entity

60/40 Split Contract: \$3,200.00 per entity

6. Additional Day Fees, for contracts totaling more than 5 days per week (fee will be divided based on contract assignment for contracts split among two districts): each additional day: \$1,240.00.

f. Comprehensive Cyber Security

- i. Description of Services (the “Services”).

1. The core purposes of the Services are to: (1) mitigate cyber threats, (2) coordination of cyber incident response, when necessary, (3) assist the Member Agency’s technology department’s in protecting the Member’s digital resources, and (4) providing guidance and assistance in cybersecurity to the Member.
2. SC will perform annual security assessments and SC will use the annual security assessments to provide the Services. The annual security assessment will identify components in the Member’s organization that needs to be addressed to optimize security.
3. In the 1st year of the Term (as that is defined in this Agreement), SC shall perform the following:
 - Service entry SC L1 security assessment for the Member within the first 3 months of the Effective Date.

- A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
 - A minimum of 2 scans of the Member's internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Cybersecurity procedural review.
 - Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Member district.
4. In years 2 through 5 of the Term, SC shall perform the following:
- 1 SC L3 security assessment.
 - Quarterly scans of the Member's internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
 - Development of cybersecurity policy and procedure templates.
 - Development and assistance in implementation of information security templates.
 - Monitoring and coordinating with Member technology department/teams to ensure the proper application of key operating system application, and system patching.
 - Development and monitoring of system lifecycles to ensure Member is eliminating the use of products and systems deemed to be obsolete.
 - Development of model policies that can be implemented by Member.
 - Develop and assist Member in implementation of a "Zero Trust" security architecture. The "Zero Trust" security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The "Zero Trust" security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual's job functions to ensure the appropriate access level.
 - Development of security continuity plan templates for Member to customize and implement.
 - Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
 - Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
 - Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Member's environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
 - Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Member's situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC's response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
 - Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.

- Research, development, and evaluation of services to ensure Member's is on the forefront of cybersecurity.
 - Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.
5. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2029.

6. **Services Fees.** The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Member is a SC member (\$2,571 off the base rate and \$.25 off per student), a SC technology subscriber (\$1,190 off the base rate and \$0.40 off per student), a user of SC technology services of at least 1 day per week (\$2,375 off the base rate and \$0.80 off per student), and a member of the SWWC Wide Area Network Consortium (\$800 off the base rate and \$.60 off per student). Applied discounts to the annual rate shall be applied annually based on Member's membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Member shall receive the service at the lower annual rate.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2024 and ending on June 30, 2029.

| | Base Rate | Per Student |
|----------------------------------|-------------|-------------|
| Non-Member | \$10,306.00 | \$14.05 |
| SWWC Member | \$7,735.00 | \$13.80 |
| SWWC Technology Subscriber | \$6,545.00 | \$13.40 |
| SWWC Technology Services Snap-in | \$4,170.00 | \$12.60 |

A detailed multi-year Comprehensive Cybersecurity Service Contract will provided to the District for review and acceptance upon indicating that the District desires to enter into a contractual relationship for the stated services.

g. E-Rate Coordination Services.

- The Member may additionally subscribe to SWWC's E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications Commission ("FCC") and the Universal Service Administrative Company's ("USAC") School and Libraries Division ("SLD"). SWWC's E-Rate staff will work with the Member's staff to collect all data necessary to perform the filings.
- Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). Participation in E-Rate services requires the School's commitment to a 5-year term aligned to the FCC E-Rate program's 5-year Category 2 Budget Cycle. The Current 5-year budget cycle covers E-Rate Fund Year 2021 (Fiscal Year 2022) through Fund year 2025 (Fiscal Year 2026). A contract signed for E-Rate Services covering Fiscal Year 2024-2025 will cover the work required to manage E-Rate Fund Year 2025. A Member that entered into a 5-year E-Rate services term in the Fiscal Year 2022-2023 contract cycle for Fund Year 2021-2025, are entitled to contract continuation rates defined below. A Member that is entering into the Fund Year 2021-2025 Budget Cycle for E-Rate services for the first time in their Fiscal Year 2024-2025 contract are required to pay the New Contract Rates in Fiscal Year 2024-25 and will then qualify for Continuation Rates in subsequent years of the Category 2 Budget Cycle.

iii. Services Fees.

- Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2023-24:

| | |
|---------------------------|-------------------------|
| Enrollment less than 301 | \$1,150 annual contract |
| Enrollment 301 to 700 | \$1,950 annual contract |
| Enrollment 701 to 2,000 | \$2,850 annual contract |
| Enrollment 2,001 to 4,500 | \$3,650 annual contract |
| Enrollment over 4,501 | Custom Member Pricing |

- New Contract Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2024-25:

| | |
|--------------------------|-------------------------|
| Enrollment less than 301 | \$5,750 annual contract |
| Enrollment 301 to 700 | \$9,750 annual contract |

| | |
|-------------------------|--------------------------|
| Enrollment 701 to 2,000 | \$14,250 annual contract |
| Enrollment over 2,001 | \$18,250 annual contract |

3. Non-Member Continuation Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2023-24:

| | |
|-----------------------------|--------------------------|
| Enrollment less than 301 | \$1,610 annual contract |
| Enrollment 301 to 700 | \$2,730 annual contract |
| Enrollment 701 to 2,000 | \$3,990 annual contract |
| Enrollment 2,001 to 4,500 | \$5,110 annual contract |
| Enrollment 4,501 to 7,000 | \$7,840 annual contract |
| Enrollment 7,001 to 10,000 | \$10,640 annual contract |
| Enrollment 10,001 to 15,000 | \$15,050 annual contract |
| Enrollment 15,001 to 25,000 | \$20,720 annual contract |
| Enrollment over 25,001 | Custom Pricing |

4. Non-Member New Contract Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2024-25:

| | |
|-----------------------------|---------------------------|
| Enrollment less than 301 | \$8,050 annual contract |
| Enrollment 301 to 700 | \$13,650 annual contract |
| Enrollment 701 to 2,000 | \$19,950 annual contract |
| Enrollment 2,001 to 4,500 | \$25,550 annual contract |
| Enrollment 4,501 to 7,000 | \$39,200 annual contract |
| Enrollment 7,001 to 10,000 | \$53,200 annual contract |
| Enrollment 10,001 to 15,000 | \$75,250 annual contract |
| Enrollment 15,001 to 25,000 | \$103,600 annual contract |
| Enrollment over 25,001 | Custom Pricing |

5. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.

6. Contract includes assistance in the research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary.

iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2025, starting July 1, 2025, through June 30, 2026. The application process will begin in the fall of 2024. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.

v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.

vi. **SC Duties.** SWWC’s duties with regard to E-Rate Coordination Services include:

1. Track and assist in the submission all E-Rate related forms for the Member.
2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
3. Assure all applications and forms submission meet processing standards and submission deadlines.
4. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children’s Internet Protection Act (“CIPA”) and records retention.
5. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
6. Coordinate with service providers for the appropriate application of E-Rate discounts.

vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC’s Schools and Libraries Division (“SLD”). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.

- viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*

h. Student Data Privacy Program.

i. Definitions.

1. Technology Provider - established in Minnesota Statute 13.32.subd.1.g. and defines a provider of systems or solutions utilized in a school district as a part of a one-to-one deployment or otherwise that create, receive or maintain education data. Technology providers can be in the form of hardware, software, apps, extensions, plugins, websites, and other solutions that may result in the creation, processing, or maintenance of education data.
2. Approved Technology Provider – A Technology Provider that has been vetted and determined to be in compliance with the statutory requirements of the Minnesota Student Data Privacy Law as defined within Minnesota Statute 13.32.

ii. A Member subscribing to SWWC’s Student Data Privacy Program shall be entitled to the following.

1. SWWC shall provide to the Member access to the SWWC Data Privacy Program. The Program will provide the Member with several services and functions that will include the assembly of a “Technology Provider” inventory. The listing included in this agreement may not be comprehensive as the Program continues to develop and mature.
2. The Program shall provide a service, that when appropriately implemented by the Member, will provide solutions allowing the Member to develop the materials necessary to provide parents and students with annual notifications of Technology Providers in use within the Member school system.
3. SWWC shall provide through its Clearinghouse approval statuses of Member Technology Providers that are discovered both through automated and manual processes.
4. The Member understands that the status of Technology Providers in the Clearinghouse is determined by assessing the provider against requirements of Minnesota State Law, and the Clearinghouse determined status of products applies universally to all school districts participating in the SWWC Data Privacy Program. SWWC shall hold a contract with on behalf of T to fulfill the contractual obligations of this agreement. The cost of the 3rd party service is covered by the costs associated with this agreement.
 - The Member shall be provided with access to automated “Technology Provider” discovery tools provided by a 3rd party service provider
 - The Member will have access to a Technology Provider Inventory of approved Technology Providers that have been identified as being in use in their schools.
 - SWWC will provide Member with the ability to view lists of those Technology Providers found to be in use in their schools that are not currently approved.
5. Data Privacy Agreements will be obtained from Technology Providers for the SWWC Data Privacy Program. Upon finalization of Data Privacy Agreements with Technology Providers, a fully executed copy of the agreement will be made available through the Clearinghouse and attached to the records available through to the Member and through their Technology Provider Inventory listing.
 - The Member confirms that as a Minnesota School District, it is expressly authorizing SWWC Service Cooperative, a public agency defined as Independent School District 991, a statutorily defined joint powers organization under Minnesota Statute 123A.21, to negotiate and execute Data Privacy Agreements on the Member’s behalf, and the Member shall recognize the Data Privacy Agreement as Amendment E to its contract with the defined Technology Provider.
 - SWWC will not, unless expressly authorized to do so under a separate contractual agreement, enter into any agreement that commits the Member to any financial obligation to a Technology Provider.

iii. In consideration of services covered by this agreement.

1. SWWC will, in good faith, evaluate Technology Provider contracts which may consist of their Terms and Conditions, End User License Agreement, Privacy Policy, Data Privacy Agreement, and other

documentation provided by the Technology Provider to provide evidence of their compliance with the Minnesota Student Data Privacy Law.

- SWWC shall not be responsible for any errors or omissions in the assessment of a Technology Provider's compliance.
 - SWWC shall not be responsible for any documentation or statements provided by a Technology Provider to make these determinations.
2. Member District shall review all Technology Provider records identified as being in use in its schools.
 - Member District shall notify SWWC of any known Technology Providers not listed as being in use to have them manually added to the Member District's inventory.
 - Member District shall notify SWWC of any Technology Providers identified as being in use, but not authorized for use in its schools that should be removed from the Member District's inventory.
 - Member District is completely responsible for the timely direct annual communication to parents and students as required by law.
 3. Through participation in the SWWC Data Privacy Program, SWWC and Member District will be working collaboratively and in good faith to perform due diligence in the evaluation and vetting of Technology Providers. Member District acknowledges that it is ultimately responsible for the accuracy of data representing its schools and ensuring that the requirements of the Minnesota Student Data Privacy Law are satisfied for Member District's schools.
- iv. Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
- v. Services Fees.** The "Base Fee" for Student Data Privacy Program shall be \$1,850 per school district per year and the per student fee is \$.65 per student per year. Pro-rated pricing for services beginning after July 1st is not available.
- i. Email Security Service.**
- i. In consideration of services covered by this agreement.
 1. Services are compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on-premises, and SMTP based Email systems.
 2. Email Security service provides Spam Detection (99.7% effectiveness), advanced multi-layer malware detection, security message delivery, message tracking, virus outbreak response service, email data loss prevention, content disarm and reconstruction, URL click protection, impersonation analysis, cloud sandboxing.
 3. For Microsoft 365 mailboxes, the following features are included in the service: Realtime scanning of mailboxes for existing or newly discovered threats already delivered to an inbox. Post-delivery "clawback" of newly discovered email threats allowing the service or administrators to remove identified threats already delivered to the inbox.
 4. Integration with LDAP is available. The Member is responsible for the setup and provision of domain access credentials for setup of the LDAP service.
 5. Members that begin services after July 1 will receive pro-rated billing for the services based on the actual start date, but no more than 50% of the full annual service fee.
 6. SWWC will perform Email Account Audits periodically to verify the number of email accounts that the Member has in their filtered domain(s) and contact the Member to verify numbers.
 7. The Member is responsible for making minor changes to the DNS records as provided by SWWC, if SWWC does not host the Member's DNS, for the domains to be filtered. SWWC shall be held harmless of issues with DNS records not held by SWWC.
 - ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** The annual service fee for this service is \$6.35 per email account per year. An additional one-time setup fee of \$250.00 will be assessed upon initial start of service. The setup fee will be waived for SWWC WAN Participants.

j. **Email Archiving Service.**

i. In consideration of services covered by this agreement.

1. The Member may subscribe to Level 1 or Level Services, but not both. The Service is compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on premises.
2. The number of email accounts for which the Services are provided shall be calculated annually based upon the actual number of active email accounts on the email server being archived. Inactive accounts (*i.e.*, former employee accounts) shall continue to be retained according to the Service Level retention schedules attached hereto as Exhibit A, however those accounts shall no longer be counted in the annual billing as so long as the email account was inactive for the entire period of July 1 through June 30 of the billing year.
3. Emails retained and archived by SWWC under this Agreement will be stored in a database referred to as the "Email Archive". Access to the Email Archive shall be restricted to up to two administrators designated by the Member; one administrator must be the Member's technology administrator.
4. Member administrators may create legal holds on data within the Email Archive by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
5. Services provided by SWWC shall provide the Member with an email archival system capable of meeting generally acceptable data retention requirements. The Member acknowledges that the Member is fully responsible for the Member's email archiving and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly selected by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's email archiving and document retention policies, or local, state or federal laws.
6. SWWC shall perform backups of any data stored within the Email Archive. In the event of a failure of the Email Archive or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore archival databases. Upon restoration of the archival system Member data may still be archived if the Member's email system is properly equipped and configured to maintain journaling or archival logs for such purposes. The Member acknowledges that it is the Member's responsibility and obligation to ensure that its email server is properly configured to allow for archival of emails during any disruption in Services.
7. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to archive email and other data in real-time and a delay in archival communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be archived during prolonged communication issues.
8. SWWC will perform audits of the Member's email accounts Audits periodically to verify the number of email accounts that a Member has in their archived domain(s) and contact the Member to verify numbers.
9. If SWWC does not host the Member's email server, the Member shall be responsible for making changes, alterations and updates to the Member's email server as directed by SWWC.
10. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

11. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to the Member's administrators for an additional cost.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.**

1. Level 1: Service levels for staff email accounts. Student email archiving provided at no additional charge.

- Three-year email retention for staff accounts at \$8.50 per staff email account.
- Five-year email retention for staff accounts at \$10.00 per staff email account.

2. Level 2: Service levels for student email accounts.

- One-year email retention for student accounts at \$3.00 per student email account.
- Three-year email retention for student accounts at \$5.00 per student email account.

k. **Secured Remote Backup Service.**

i. In consideration of services covered by this agreement.

1. The total amount of data for which the Services are provided shall be calculated annually based upon the actual capacity consumed by the data being backed up. Data capacity consumed will be based on the amount of data utilized during the peak utilization during the fiscal year to allow for SWWC to appropriately provide data capacity sufficient to cover peak utilization for all participating entities in this service.
2. Data backups will be performed directly from the Member's servers to either the SWWC data center in Windom or Marshall, Minnesota. Replication of the Member's backed up data shall then take place to the SWWC data center that is not the primary data backup site for the Member. Access to data backups shall be restricted only to qualified and trained technology support personnel as defined by the Member.
3. The Member shall set versioning requirements, retention policies and identify server logical hard disks which will be included in offsite backups. The Member's requests will directly impact the overall amount of data being consumed in this service and therefore directly impacting the billable amount that SWWC shall invoice to the Member.
4. Pursuant to applicable data retention laws, the Member, its agents, employees and administrators are prohibited from deleting any information from the data backups that is being vaulted for purposes of investigations or data requests by investigative entities or entities having jurisdiction.
5. Member administrators may create legal holds on data within the data backups by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
6. Services provided by SWWC shall provide the Member with a data backup solution capable of meeting offsite, disaster recovery compliant standards. The Member acknowledges that the Member is fully responsible for the Member's data backup and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly identified by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's data backup and retention policies, or local, state or federal laws.
7. SWWC shall perform backups of any data stored within identified servers in the Member. In the event of a failure of the Data Backup System or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore hardware related to this service. Upon restoration of the data backup system the Member data may still be backed up to the offsite service if unless already deleted from the Member's servers.

8. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to backup data in real-time and a delay in data backup communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be backed up during prolonged communication issues.
 9. SWWC will perform audits of the Member's data backup utilization periodically to verify the backup space requirements and retention policies that the Member has identified are being met and that appropriate storage space will continue to be available on SWWC equipment to provide continual backup services.
 10. If SWWC does not host the Member's servers, the Member shall be responsible for making changes, alterations and updates to the Member's servers as directed by SWWC in order to prepare for and install any software required for SWWC to provide Data Backup Services to the Member. The Member may elect to contract with SWWC to provide installation support on the Member's equipment for the provision of this service, in which case the Member will be billed on an hourly basis based on the Member's hourly subscription rate for SWWC Technology Services.
 11. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suits or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
 12. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to Member administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
 - iii. **Services Fees.** \$920.00 annually for first 500 GB of space consumed by the Member's backup files. \$100.00 annually for each additional 100 GB of space by Member's backup files beyond initial 500 GB.
 1. SWWC Technology Solutions representatives and Member designated staff shall establish a customized service level agreement for the Member's backups including:
 - Servers and/or end-user equipment and the corresponding drives to be backed up on those devices.
 - Full and incremental backup strategy for server and computer files.
 - Number of backup versions retained for individual backups.
 - Retention of backups under special circumstances.
 2. The Member defined service level may result in a higher annual fee for additional backup storage space necessary to retain the number of versions or special retention schedules.
1. **Website ADA Accessibility and Usability Support with Siteimprove.**
 - i. In consideration of services covered by this agreement.
 1. The Member hereby agrees to purchase, and SWWC agrees to provide, participation in services through a cooperatively purchased subscription to Siteimprove provided solutions to ensure website usability and ADA compliance.
 2. The Services shall include:
 - Quality Assurance: Crawls website and identifies quality issues.
 - Policy: Allows Customer to set website parameters to ensure consistency in content.
 - Accessibility: Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.

- SEO: Details technical and content-related issues affecting search engine rankings and traffic to the website.
- Priority: Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.
- Accessibility Community Membership: Membership to Siteimprove's Accessibility Community.
- PDF Scanning: Assessment of PDF's on website to ensure accessibility requirements are met.
- Response: Monitors website's availability and performance.
- Usability: Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Fees for the service are fully dependent on the number of webpages and PDF files contained in the Member's website. Discounts available to the Member by participating in this service are based on the overall participation of SWWC member school districts.

m. OnDemand IT Certification Training Solution with Stormwind Studios.

i. In consideration of services covered by this agreement.

1. The number of licenses for which the Services are provided shall be calculated annually based upon the actual number of active users needing access to the system.
2. The Member is responsible for informing SWWC of licenses needing to be cancelled or removed from automatic renewal.
3. The Member may transfer licenses from an employee whose employment is ending to a new employee during the term of this agreement by notifying SWWC of the changes.
4. SWWC and Member are subject to the terms and conditions of the End-user License Agreement(s) and Terms and Conditions of Stormwind Studios. Under no conditions shall the SWWC be responsible for providing any Services or Level of Service under the terms of this agreement other than the benefit of aggregated purchasing discounts that are passed on to Customer.
5. SWWC may, at its discretion, offer in-kind or fee-for-service value added offerings that complement the trainings being provided through Stormwind Studios.
6. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Ultimate Access includes access to all Stormwind Studios Training Content, which is over 250 courses for technology-industry leading certification preparation.

- \$1,250.00 annually per user license for SWWC Technology Subscribers
- \$1,500.00 annually per user license for SWWC Members without Technology Subscriptions
- \$1,700.00 annually per user license for SWWC Non-Members

n. Moodle Course Hosting Service

i. In consideration of services covered by this agreement.

1. SWWC will provide to member with access to courses, as requested by Member, on a shared Moodle server environment in which other member courses will co-exist.

2. Member will only have access to its own courses and all student information in courses will remain the explicitly accessible by only the Member that owns the courses
3. Enrollment information for courses shall be supplied by the member prior to the beginning of the course in a format prescribed by SWWC. All enrollment changes following the initial course roster upload will be performed through requests to the SWWC Technology Support Helpdesk either individually or through additional course roster updates.
4. Self-registration options will be made available to the Member whereas “students” in courses may self-enroll into the course based on criteria mutually agreed upon by the Member and SWWC and fully supported by the Moodle course management system.
5. There are no limitations to the number of students that are able to be enrolled into a Moodle course.
6. There is a 10 GB storage limit for each individual course. Courses surpassing the 10 GB limit will be assessed in accordance with the service fees below.

ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Fees for the service are fully dependent on the number of courses requested to be hosted by Member and the storage required by the course being hosted.

1. An annual service fee of \$80.00 per course will be charged to the Member. The annual service fee will not be pro-rated for courses that are less than a full year.
2. For courses requiring more than 10 GB of storage capacity, an overage fee of \$15.00 per 1 GB increment over 10 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

o. Moodle In Your School Service – District-wide Moodle learning management solution

i. In consideration of services covered by this agreement.

1. Member will have access to the Moodle System on a dedicated Moodle hosting server exclusively accessible by the Member
2. Member will be able to fully administer user accounts, enrollments, course creation, teacher assignments, and other administrative functions.
3. LDAP and other supported directory integration will be available. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
4. Custom URL/domain, and customized themes that are “branded” to Member are supported in this environment. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
5. Storage capacity of 500 GB is included in the base package of this service. Additional storage utilized above 500 GB will be charged to the Member in accordance with the Service Fees below.

ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Fees for the service are based on a flat fee plus a service fee per student enrolled in Member District. Additional fees will be assessed based on the storage required to host the Member’s Moodle Server.

1. An annual base service fee of \$1,350.00 plus \$1.05 per student will be charged to the Member. The annual service fee will not be pro-rated for agreements beginning after July 1.
2. For Moodle environments requiring more than 500 GB of storage capacity: an overage fee of \$210.00 per 100 GB increment over 500 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.

3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the “on-site training fee” for entities with no contract as listed in Section 1a.
4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys’ fees that SWWC may incur as a result of any service discussed in this Addendum.
5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

| | |
|--|-------------------|
| Basic Technology Services (payable on or before July 30, 2024) | \$985.00 |
| Supplemental Technology Support or Integration Services Block Hours (payable monthly) | \$0.00 |
| Technology Coordinator or Integration Services (payable monthly) | \$0.00 |
| E-Rate Coordination Services (payable after the Form 470 has been completed) | \$1,950.00 |
| Comprehensive Cyber Security Services (payable monthly) | \$0.00 |
| Student Data Privacy Program (payable on or before July 30, 2024) | \$1,545.00 |
| Email Security Service (payable on or before June 30, 2025) | No |
| Email Archiving Service (payable on or before June 30, 2025) | No |
| Secured Remote Backup Service (payable on or before June 30, 2025) | No |
| Website ADA – Siteimprove (payable on or before July 30, 2024) | No |
| OnDemand IT Cert Training – Stormwind (payable on or before June 30, 2025) | No |
| Moodle Course Hosting Service (payable on or before June 30, 2025) | No |
| Moodle in Your School Service (payable on or before June 30, 2025) | No |

6. **Payment.** SWWC shall invoice the Member for all charges incurred pursuant to this Addendum as such charges accrue. The Member agrees to pay all amounts due SWWC pursuant to this Addendum within forty-five (45) days of receipt of an invoice from SWWC. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM F
TO MEMBERSHIP AGREEMENT
SPECIAL EDUCATION SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 12 below. As noted at Section 12, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Due Process Specialist services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall be responsible for the TOTAL ADDENDUM PRICE set forth at Page 2 to this Addendum. SWWC shall estimate such usage for Direct Services for the Member at the beginning of the term. Actual usage shall then be reconciled by SWWC at the final payment at the end of the term. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below; however, if a personnel's time is not fully utilized Members will share such unused cost proportionally based on overall usage. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".

9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. **Services.** The Member hereby agrees to subscribe to those services indicated below:

| Direct Services: includes office/prep time | TOTAL ESTIMATED PRICE |
|---|------------------------------|
| School Psychologist Services | \$24,600.00 |
| Speech/Language Pathologist Services | \$116,130.00 |
| Social Worker Services | \$0.00 |
| Teacher of the Visually Impaired Services | \$0.00 |
| ECSE Teacher Services | \$44,200.00 |
| DAPE Teacher | \$0.00 |
| Teacher of the Deaf/Hard of Hearing | \$0.00 |
| Occupational Therapy Services | \$23,835.00 |
| Orientation and Mobility | \$0.00 |
| Physical Therapy Services | \$5,100.00 |
| Autism Consultant Services | \$0.00 |
| Administrative Services: | |
| Regional ECSE Coordination Services | \$1,701.00 |
| Special Education Cooperative Membership Fee | \$12,950.00 |
| Shared Special Education Administrative Services | \$34,184.00 |
| Single District Special Education Administrator | \$0.00 |
| TOTAL ADDENDUM PRICE | <u>\$262,700.00</u> |

SC MEMBER

SWWC SERVICE COOPERATIVE

BY: _____
 Authorized Signature

BY: _____
 Authorized Signature

ADDENDUM G
TO MEMBERSHIP AGREEMENT
BEHAVIORAL HEALTH SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC’s Behavioral Health Services (the “Services”). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties’ obligations regarding the Member’s subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the “Services Initial Term”). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an “Extended Term”) unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as “Notice of Withdrawal from Direct Service”) on or before March 1 (the “Direct Service Withdrawal Deadline”). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

| SERVICES | PACKAGE | TOTAL PRICE |
|----------------------------------|-----------|--------------------|
| Behavior Analytic Services | Package B | \$8,580.00 |
| Mental Health Services | | \$0.00 |
| Licensed School Nursing Services | Package A | \$6,100.00 |
| TOTAL ADDENDUM PRICE | | \$14,680.00 |

ADDENDUM H
TO MEMBERSHIP AGREEMENT
SHARED CURRICULUM AND INSTRUCTION COORDINATION SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Shared Curriculum and Instruction Coordination Services (the “Services”). The services to be provided by SWWC may include:

Data Mining and/or Data Retreat
Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Professional Development

- Coordination/Facilitation of workshops/early release
- Professional Learning Community Implementation
- Support Leadership Teams
- Curriculum Coordination
- Coordination of Standards-Based Curriculum Selection and Implementation

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without additional cost or charge to the Member. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the package cost as calculated below:

TOTAL ADDENDUM PRICE

\$16,950.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM I
TO MEMBERSHIP AGREEMENT
TEACHING AND LEARNING CUSTOMIZED SERVICES
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Customized Services (the “Services”). The Services may include the following: math and reading intervention & data support, guided reading support, standards alignment, standards based grading, curriculum and assessments, PLC work, or best practices in instruction.
 - a. Districts subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. \$850/day + mileage
 - b. Districts not subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. Package A (30 hours) \$4,950, Package B (60 hours) \$9,275, Package C (120 hours) \$16,950, Package D (180 hours) \$24,975, Less than five days T&L Support \$1,000/day + mileage
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM J
TO MEMBERSHIP AGREEMENT
INSTRUCTIONAL COACHING FOR TEACHERS
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Instructional Coaching for Teachers Services (the "Services"). The Services may include the following: Up to 180 minutes of monthly, direct teacher support (as recommended by New Teacher Center) plus follow-up per teacher.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM K
TO MEMBERSHIP AGREEMENT
STARRS ONLINE ACADEMY
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the “Services”). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the “PER CREDIT RATE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. The Member agrees to pay all transportation expenses for required service personnel in addition to the TOTAL ADDENDUM PRICE set forth below, which will be invoiced to the Member at the conclusion of the term of the membership agreement.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM L
TO MEMBERSHIP AGREEMENT
TRANSLATION/INTERPRETATION
2024-25

Lester Prairie Public School

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Translation/Interpretation (the "Services"). The Services may include the following: Translation of written documentation from Spanish to English or English to Spanish and/or interpretation services which may include oral communication for phone calls, meetings, interview, etc. that facilitate communication from Spanish to English or English to Spanish that may be delivered via phone, virtual modalities or in person.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the rate set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC monthly during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER WORD RATE and/or PER FIFTEEN MINUTE INCREMENT RATE set forth below. The Member agrees to pay all transportation expenses for required service personnel in addition to the rates set forth below.
5. The dates and times for the furnishing of the Services at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TRANSLATION RATE and/or the INTERPRETATION RATE as set forth below.

| | |
|---------------------|-------------------------------------|
| TRANSLATION RATE | \$0.00 per word |
| INTERPRETATION RATE | \$0.00 per Fifteen Minute Increment |

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

January 9, 2024

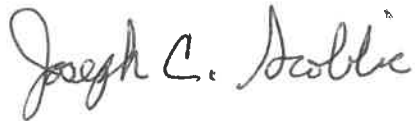
Dear Lester Prairie Schools Principal Lee, Superintendent Radeke, and School Board,

I am writing this letter to announce my retirement from teaching at the end of the 2023-2024 school year.

This was not an easy decision due to my love for the students and school district of Lester Prairie. I have spent my entire teaching career at Lester Prairie Schools. I truly have appreciated the wonderful people of Lester Prairie and the school districts support over my 34 years.

Good luck in future district growth, but more importantly, continue to give students the best education possible, so they will be successful in life.

Thank you,

A handwritten signature in cursive script that reads "Joseph C. Scoblic". The signature is written in black ink and is positioned above the printed name.

Joe Scoblic

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Ben Machamehl** for the following extra curricular assignment:

Varsity Baseball Coach BA-6 (10% @ \$46,486.00)

For this assignment you will be paid a total of \$4,649.00 *In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Ben Machamehl

Coach's Signature

1/26/24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2032-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Wes Kapping** for the following extra curricular assignment:

Head Track Coach BA-9 (10% @ \$49,256.00)

For this assignment you will be paid a total of \$ \$4,926.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director. At the end of the season and after inventory has been done any lost uniforms will be deducted from the amount above.

I hereby accept the assignment as indicated:

Wes Kapping
Coach's Signature

1-29-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with Arlyn DeBruyckere for the following extra curricular assignment:

Assistant Trapshooting Coach BA-6 (2% @ \$46,486.00)

For this assignment you will be paid a total of \$930.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Arlyn DeBruyckere
Coach's Signature

01/27/2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Keith Christen** for the following extra curricular assignment:

JV Softball Coach BA-1 (7% @ \$41,866.00)

For this assignment you will be paid a total of \$2,931.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-30-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

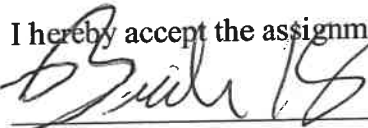
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Brandon Kutz** for the following extra curricular assignment:

JV Baseball Coach BA-3 (7% @ \$43,713.00)

For this assignment you will be paid a total of \$3,060.00 *In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-30/24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____ 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 2/5/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with Brian Malady for the following extra curricular assignment:

Jr. High Baseball Coach BA-0 (5% @ \$40,941.00)

For this assignment you will be paid a total of \$2,047.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

2-5-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 2/5/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Ashley Heckson** for the following extra curricular assignment:

Spring Play Advisor - BA-0 (6%) @ \$40,941.00

For this assignment you will be paid a total of \$2,456.00***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the play after all student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

02/05/2024

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/4/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Sean Tritabaugh** for the following extra curricular assignment:

Trapshooting Coach BA-0 (4% @ \$40,941.00)

For this assignment you will be paid a total of \$1,638.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-8-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE -- School Board's Copy
GREEN -- Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

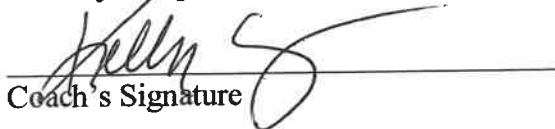
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024 enters into this agreement with **Kelly Elling** for the following extra curricular assignment:

Varsity Softball Coach BA-12 (10% @ \$52,027.00)

For this assignment you will be paid a total of \$5,203.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

2-6-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

January 9, 2024

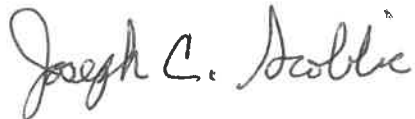
Dear Lester Prairie Schools Principal Lee, Superintendent Radeke, and School Board,

I am writing this letter to announce my retirement from teaching at the end of the 2023-2024 school year.

This was not an easy decision due to my love for the students and school district of Lester Prairie. I have spent my entire teaching career at Lester Prairie Schools. I truly have appreciated the wonderful people of Lester Prairie and the school districts support over my 34 years.

Good luck in future district growth, but more importantly, continue to give students the best education possible, so they will be successful in life.

Thank you,

A handwritten signature in cursive script that reads "Joseph C. Scoblic". The signature is written in black ink and is positioned above the printed name.

Joe Scoblic

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Ben Machamehl** for the following extra curricular assignment:

Varsity Baseball Coach BA-6 (10% @ \$46,486.00)

For this assignment you will be paid a total of \$4,649.00 *In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Ben Machamehl

Coach's Signature

1/26/24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
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(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2032-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Wes Kapping** for the following extra curricular assignment:

Head Track Coach BA-9 (10% @ \$49,256.00)

For this assignment you will be paid a total of \$ \$4,926.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director. At the end of the season and after inventory has been done any lost uniforms will be deducted from the amount above.

I hereby accept the assignment as indicated:

Wes Kapping
Coach's Signature

1-29-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Arlyn DeBruyckere** for the following extra curricular assignment:

Assistant Trapshooting Coach BA-6 (2% @ \$46,486.00)

For this assignment you will be paid a total of \$930.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Arlyn DeBruyckere
Coach's Signature

01/27/2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

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SCHOOL DISTRICT 424
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Keith Christen** for the following extra curricular assignment:

JV Softball Coach BA-1 (7% @ \$41,866.00)

For this assignment you will be paid a total of \$2,931.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-30-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

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(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

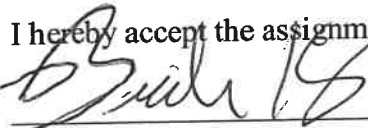
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Brandon Kutz** for the following extra curricular assignment:

JV Baseball Coach BA-3 (7% @ \$43,713.00)

For this assignment you will be paid a total of \$3,060.00 *In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-30/24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____ 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 2/5/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with Brian Malady for the following extra curricular assignment:

Jr. High Baseball Coach BA-0 (5% @ \$40,941.00)

For this assignment you will be paid a total of \$2,047.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

2-5-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 2/5/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Ashley Heckson** for the following extra curricular assignment:

Spring Play Advisor - BA-0 (6%) @ \$40,941.00

For this assignment you will be paid a total of \$2,456.00***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the play after all student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

02/05/2024

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/4/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Sean Tritabaugh** for the following extra curricular assignment:

Trapshooting Coach BA-0 (4% @ \$40,941.00)

For this assignment you will be paid a total of \$1,638.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

1-8-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

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EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2023-2024

DATE: 1/24/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024 enters into this agreement with **Kelly Elling** for the following extra curricular assignment:

Varsity Softball Coach BA-12 (10% @ \$52,027.00)

For this assignment you will be paid a total of \$5,203.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

2-6-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

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