

Wrenshall ISD 100 Carlton-Wrenshall Joint Boards Special Meeting

Tuesday, May 26, 2026 - 5:30 PM

Wrenshall School Music Room

1. Call to Order
Mary Carlson, Laura Nilsen
2. Roll Call -- Board Clerks
Ben Johnson, Sue Karp
3. Adoption of the Agenda
Mary Carlson, Laura Nilsen
4. Informational Items
5. Action Items
Mary Carlson, Laura Nilsen
 - a. Wrenshall Staff Buyout Agreements
 - b. Carlton Staff Buyout Agreements
 - c. Wrenshall ASP Agreement
6. Wrenshall SLP Services
7. Adjournment
Mary Carlson, Laura Nilsen

Carlton-Wrenshall Joint Boards Special Meeting

Tuesday, May 26, 2026 5:30 pm

Wrenshall School Music Room

- 1. Call to Order**
- 2. Roll Call – Board Clerks**
- 3. Adoption of the Agenda**
- 4. Informational Items**
 - a. Communications
- 5. Action Items**
 - a. Wrenshall Staff Buyout Agreements
 - b. Carlton Staff Buyout Agreements
 - c. Wrenshall ASP Agreement
 - d. Wrenshall SLP Services
- 6. Adjournment**

ASP Contract

Wrenshall School Board
And
Education Minnesota-Wrenshall (ESP)

July 1, 2025 to June 30, 2027

Article I

Purpose

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

Article II

Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the PELRA, the School District recognizes Education Minnesota-Wrenshall/Education Minnesota/NEA/AFT as the exclusive representative clerical staff which as the exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Article III

Definitions

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

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

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

Article IV

School Board Rights

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district, provided that such rights and responsibilities shall be exercised by the District in conformity with the provisions of this Agreement.

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

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

Article V

Employee Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of the public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

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

Section 4. Request for Dues Check Off: The exclusive representative shall have the right to request and be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any representative that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in 18 equal installments, beginning with the first pay period in October.

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

Section 6. Notification of Assignments: The Exclusive Representative shall be notified in writing of all Employees' assignments no later than ten (10) working days before the start of each school year and/or within ten (10) working days after their hiring.

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

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

Article VI

Rate of Pay

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be in part of the Agreement for the period commencing July 1, 2025 to June 30, 2027. All retroactive pay shall be made within one month of the signing of this agreement.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. Step movement within any classification shall occur on July 1. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

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

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

Section 3. Employee Classifications and Change in Classification:

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

Category 1: employees working less than 10 months

Category 2: employees working 10 months or more

Class 1: Office Assistant, Classroom Assistant

Class 2: ISS/Detention supervisor

Class 3: Special Education Clerical, District Office Clerk

Class 4: Library/Media Assistant

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

Class 6: Secretary/Nursing Assistant, Data Entry Specialist, District Office Administrative Assistant

Class 7: Coordinator of Student Data Systems; Main Office, Office Manager

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

Section 4. Substitutes: Substitutes who are members of the bargaining unit will be paid at their current hourly rate for substitute duties for short-term daily substitution. After 10 days of

substitution in the same position, the compensation shall be adjusted to the classification of the position.

Section 5. Change of Classification Procedures: If an employee should determine that the classification of their job no longer describes the requirements of the position, the employee shall write a letter requesting a reclassification, explaining how the job has changed or why the classification is not appropriate. The request shall be presented directly to the supervisor/principal who shall notify the employee of his/her decision in writing within fifteen (15) days. If the district wishes, classification determinations may be accomplished by BCC (or other agency); however, the decision of BCC (or other agency) may be appealed. The School Board reserves the right to review any decision made by the principal, BCC, and/or the superintendent. Any change in compensation shall be retroactive to the date the new responsibilities and classification were assigned and effective. The decision is subject to the grievance procedure established in Article XIV of this contract.

Section 6. Overtime: Overtime and /or additional time worked with prior approval of the immediate supervisor will be paid on all hours worked in excess of forty (40) per week. Those employees working beyond the normal school year (9/10/11 month employees) shall receive their regular hourly rate of pay for additional time beyond their normal year.

Section 7. Compensatory Time: Employees shall not be requested or required to take time off for overtime worked or to be worked; however, employees may request and receive at the discretion of their supervisor, time off as a method of paying overtime hours to a maximum of forty (40) hours. Compensatory time shall be at the appropriate overtime rate at which it was earned (1.5 hours for each 1.0 hours of overtime worked). Compensatory time off may be taken at any time during the contract period with approval of the immediate supervisor, with no carryover into the next fiscal year.

Section 8. Emergency Closing: In the event of an emergency closing due to weather conditions or other types of emergencies, the employee shall perform duties on a day in lieu thereof, if any, as the District shall determine per District policy. However, the employee shall not suffer a loss of pay in the event that the District does not require a day's service in lieu of the emergency day. If the District schedules make up days, the days will not be scheduled outside of the normal school year calendar.

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

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

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

Subd. 2. Extra Assignments: When no one from the certified group elects to perform Schedule C extra curricular duties, members of the non-certified unit are allowed to apply for and be hired.

Subd. 3. Refer to Education Minnesota- Wrenshall Teacher Master Agreement for Class C duties and pay schedule.

Article VII

Group Insurance

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Family Coverage. Effective July 1st, 2025, the School District shall contribute a sum not to exceed \$1050.00 per month during the 2025-2026 and 2026-2027 school years for employees defined by the ACA as full-time toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost

of premium shall be borne by the employee and paid by payroll deduction.

In the event that an employee is covered under a spouse's health insurance plan provided by the District, the District will contribute up to \$550 per month toward the family monthly premium, not to exceed the total cost of the coverage.

Subd. 2. Single Coverage. Effective July 1st, 2025, the School District shall contribute a sum not to exceed \$625 per month during the 2025-2026 fiscal years. (12 months) for employees defined by the ACA as full-time employees. For employees not meeting the definition by the ACA as full-time, his/her amount will be calculated proportionately. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

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

Section 4. Dental: Effective January 1st, 2024, the School District shall contribute a sum not to exceed the full premium for single coverage dental insurance for full-time employees and proportionate to hours worked for part-time employees toward the premium for coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

In the event that an employee is covered under a spouse's dental insurance plan provided by the District, the District will contribute up to \$75 per month toward the family monthly premium in lieu of single coverage, not to exceed the total cost of the coverage.

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

1. 60 day elimination period

2. Monthly benefits of 66 2/3 % of salary.

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

Section 6. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

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

Section 8. Eligibility: Full benefits provided in this Article are designed for full-time personnel, defined as 2,080 hours per year for twelve (12) month employees, and as employees who work from 32 hours per week or more for nine (9) months. All part-time employees working less than 32 hours per week shall be considered part-time and shall be eligible for partial premium payment proportional to the extent of their employment during the nine (9) month period, subject to the School District's health insurance carrier limitation.

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

Article VIII

Leaves of Absence

Section 1. Sick Leave:

Subd. 1. An employee shall earn sick leave at the rate of 12 hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

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

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found

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

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

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

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

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

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

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

1. The affected student support professional or admin support professional must apply in writing, stating the medical need, to the review board. The review board will consist of the Superintendent, 2 School Board representatives, and 2 members of the exclusive representative.
2. Upon approval by the Review Board, a one-event sick leave pool will be created.
3. Upon creation of the pool, all bargaining members may contribute up to thirty-two (32) sick hours to the pool provided they have accumulated a minimum of one hundred (100) sick hours in their own sick leave account. The sick hours will be charged based on the order the contributions were submitted until all participating student support professional have been charged for eight sick hours. The process will repeat using an additional eight sick hours until either all hours have been used or a maximum of two hundred forty (240) sick hours have occurred.
4. All contributions to the sick pool are to remain anonymous.
5. The maximum distribution per event from the Catastrophic Voluntary Sick Leave Pool will not exceed two hundred forty (240) sick hours per school year.
6. If there are less than two hundred forty (240) sick hours contributed to the pool, an educational support professional or a teacher that has contributed only eight sick hours may contribute eight more sick hours.
7. This subdivision is not subject to the grievance procedure, and the District shall not be liable for the process

Subd. 10. Employees that are at least 55 years in age, hired before July 1, 2017, who voluntarily terminate their employment and have at least fifteen (15) years of experience with the School District shall have the opportunity to have the district buy back unused, accumulated sick leave days at a rate of five (5) days for each year of service with the School District, not to exceed seventy five (75) days. The days will be paid out at a rate of two-thirds ($\frac{2}{3}$) the daily teacher substitute rate.

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

Subd. 1. Effective January 1, 2024, and each school year thereafter, forty-eight (48) hours of the one hundred twelve (112) sick leave hours accrued shall be designated as ESST at the beginning of the year for each full time employee. ESST shall be allowed whenever an employee's absence is found to have been due to reasons set forth in Minnesota Statutes, section 181.9447. ESST may be used in increments no smaller than one half (½) hour. Employees who are newly employed will not be eligible to use ESST until they have performed work for at least eighty (80) hours and have accrued ESST as per school district payroll practices

Subd. 2. ESST hours shall carry over to the next school year and carry over a maximum of eighty (80) hours.

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

Subd. 4. ESST leave allowed shall be deducted from the accrued ESST hours earned by the employee.

Subd. 5. ESST leave pay shall be approved only upon the submission of a signed request upon the authorized ESST pay request form available in the office.

Section 3. Worker's Compensation: Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 4 Bereavement:

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

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

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

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

Section 5. Medical Leave:

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

Subd. 2. A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 7. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 8. Personal Business:

Subd. 1. At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal reasons. A personal day may be used for any purpose at the discretion of the employee. A written application must be made and approved before taking time off for personal business except in cases of emergency. Unused days may accumulate up to five (5) days and may be carried over to the

following year not to exceed five (5) days total. A third personal day shall be granted to employees who work 10 months or more, or who have served 10 years or more in the district. An employee shall be allowed to request personal business leave by the hour, which shall be deducted from one of the employee's personal business days. No more than three (3) personal days may be used consecutively.

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

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

Article IX

Hours of Service and Duty Year

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

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

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

Section 4. Starting Time: All employees will be assigned starting time as determined by the School District.

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

his/her normal rate of pay.

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

Article X
Holidays and Vacations

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

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

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

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

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

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

Section 4. Vacation: Eleven to Twelve (11-12) month employees shall earn vacation on the following basis: (one week equals 5 weekdays)

Five (5) days after one (1) year

Two (2) weeks after two (2) years

Three (3) weeks after five (5) years

Four (4) weeks after fifteen (15) years

Five (5) weeks after twenty (20) years

Section 5. Notice: In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Requests for vacation time must be submitted to the Superintendent's office at least three weeks prior to using vacation time. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority.

Section 6. Holidays: If a holiday falls in the vacation period, the holiday shall not count as a day of vacation.

Section 7. Carryover: The maximum carryover of vacation from one year to the next shall be ten (10) days. Any unused vacation days beyond the ten (10) remaining on June 30 shall be forfeited.

Section 8. Terminated service: When an employee's services are terminated with the District, accumulated vacation (prorated of time worked in the year) shall be paid for at the employee's hourly rate of pay.

Article XII

Discipline, Discharge, and Probationary Period

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

employee or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

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

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

Article XIII

Seniority, Layoff, Recall, and Reassignment

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

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

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

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

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

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

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

Section 6. Factors Applying to Laid-Off Members:

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

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

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

Subd. 4. Bargaining unit members on a lay-off status shall have the personal responsibility to keep the District Office informed of their address for the purpose of a recall notice. The District Office will send notice of recall by certified mail, return receipt requested. The notice shall include the date of return to employment and the job classification of the vacancy. Bargaining unit members who fail to accept employment within fifteen (15) calendar days, as notified shall be considered to have resigned.

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

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

Article XIV

Grievance

Procedure

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The teacher, administrator, or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A "working day" is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless

the grievance is submitted in writing to the school district, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance from such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

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

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within twenty (20) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative

notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reserve or modify such a decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.09, Subd. 4, providing such a request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

(l) The issues involved.

(2) Statement of the facts.

(3) Position of the grievant.

(4) The written documents relating to Section 5, Article XII of the grievance procedure.

b) The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not exceed to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall

budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Article XV

Public Obligation

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

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

Article XVI

Severance Pay

Section 1. An employee who works 1,000 hours or more per year upon retirement shall receive 3 days of pay for each year of service. Payout will be based upon an eight (8) hour day paid at the employees rate of pay at retirement. In addition, they will receive a lump sum payment of \$5,000. An employee who works less than 1,000 hours per year upon retirement shall receive \$40.00 per day of accrued unused sick leave to a maximum of sixty (60) days. In addition, they will receive a lump sum payment of \$1,500.

Subd 1. This severance money will be paid by the school district to the retiring employee's 403B

plan in three (3) equal payments: One in the month following the date the employee severs employment, a second payment six (6) months following the first payment, and a third payment 12 months following the second payment.

Section 2. In order to be eligible for the severance pay in Article XVI, an employee must be at least 55 years of age and have been hired by the district before July 1st, 2017.

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

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

Section 5. 403(b) Match Plan: The District shall implement, on September 1, 2008, an Employer Matched 403(b) Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute Section 356.24. *The District will employ a third party administrator to handle the contributions made by employee and employer.* Employer matching contributions shall be directed to insurance companies (*vendors*) approved by the Minnesota State Board of Investment. The plan shall comply with I.R.S. Code 26 U.S.C. Section 403(b).

There shall be a lifetime per employee cap of \$20,500 on District contributions. As of September 1, 2008, yearly matching amounts paid by the District shall be limited to a maximum amount as shown:

Years	Maximum Match Per Year
1-5	No Match
6-10	\$350.00
11-16	\$450.00
17-22	\$550.00
23 and up	\$750.00

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

Article XVII

Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution through July 1, 2021, to June 30, 2025, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, they shall give written notice of such intent no later than 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.

Schedule A

2025-2026

CLASS	Hire Rate	1	2	3	4	5
1	11.07	11.51	11.93	12.34	12.78	13.21
2	13.13	13.64	14.11	14.59	15.11	15.58
3	14.87	15.48	16.11	16.70	17.31	17.93
4	16.89	17.57	18.21	18.91	19.47	20.24
5	17.84	18.60	19.31	20.05	20.79	21.51
6	18.66	19.43	20.22	21.03	21.81	22.61
7	19.20	20.06	20.93	21.77	22.61	23.48

Longevity Pay: Effective January 1st, 2024, full –time employees shall accumulate longevity pay at the following rate:

Years nine through twenty-five (9-25) \$250 per year of longevity.

Over twenty-Six years (26) \$500 per year of longevity.

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

Education Minnesota-Wrenshall

Board of Education

Educational Assistants

Independent School District No. 100

And School Related Personnel

By _____

By _____

President

Board Chair

Date: _____

Date: _____

By _____

By _____

Head Negotiator

Clerk

Date: _____

Date: _____



2026-2027
CONTRACT FOR SPEECH LANGUAGE THERAPIST

THIS INDEPENDENT CONTRACTOR AGREEMENT entered into this ____ day of _____, 20____ by and between Carlton-Wrenshall Public School ISD #100 (herein referred to as the District) and Wiediger Speech and Language Services, LLC (herein referred to as the Contractor), with an office at 210 East Locust Street, Duluth, MN 55811, for the purpose of setting forth the exclusive terms and conditions by which Carlton-Wrenshall Public School ISD #100 desires to acquire Wiediger Speech and Language Services, LLC's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. The District retains and the Contractor agrees to perform for the District:

- 1. Speech therapy to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act as deemed necessary by the child study process and documented in the students' Individual Education Plans (IEP), Individual Family Service Plans (IFSP), or Individual Interagency Intervention Plans (IIIP).**
- 2. Evaluations, evaluation reports and creation of IFSPs and IEPs for students who meet entrance eligibility criteria for speech and language disorders.**
- 3. Lead and attend meetings to initiate and/or review IEPS and IFSPs.**
- 4. Provide services that are necessary for the students(s) to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum as well as provide progress reports.**
- 5. Billing of Medical Assistance for those students receiving Medical Assistance.**

Whereas, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by MN Professional Educator Licensing and Standards Board for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in

their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the district prior to the initiation date of the contract and on an annual basis thereafter.
NOW, THEREFORE, the parties agree as follows:

- 1. The Contractor shall provide a licensed speech language therapist upon mutual agreement between parties, to meet the objectives stated above.**
- 2. The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**
- 3. Services will be provided in an environment (classroom, facility in the district buildings or in students' home, or students' childcare environments) that is essentially equivalent to the regular education program.**
- 4. The District shall provide an atmosphere conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**
- 5. Starting August 24, 2026 the Contractor will provide 40 hours per week of speech therapy @ \$88.00 per hour. Estimated contract total is \$121,088.00**
- 6. The Contractor will submit billings on a monthly basis which will reflect service hours by date, initials of students served, the name of the therapist providing the service, total number of service hours provided for the month.**
- 7. The District shall make payments for services based upon receipt of invoice.**
- 8. The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**
- 9. This agreement shall be in force from Aug 31, 2026 through June 9, 2026. Either party shall provide a written notice regarding reduction/discontinuation of services hours with a 30-day written notice.**

2. Independent Contractor:

1. The District and Contractor expressly agree and understand that the Contractor is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of

carrying out the provisions of the Agreement. Accordingly, Contractor acknowledges that Contractor and Contractor's Employees are not eligible for any of the District's benefits, including, but not limited to, health insurance or retirement plans.

3. General:

This Agreement does not create an obligation on the District to continue to retain Contractor beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

Signed by:

Carlton-Wrenshall Public School ISD #100
207 Pioneer Drive
Wrenshall, MN 55797

By: _____

Title: _____

Date: _____

Signed by:

Wiediger Speech and Language Services, LLC
Speech Language Therapist
210 East Locust Street
Duluth, MN 55811
joleekw@wiedigerspeech.org
(218) 591-6752

By: _____

Date: _____



**Summer 2026
CONTRACT FOR SPEECH LANGUAGE THERAPIST**

THIS INDEPENDENT CONTRACTOR AGREEMENT entered into this ____ day of _____, 20____ by and between Wrenshall Public School ISD# 100 (herein referred to as the District) and Wiediger Speech and Language Services, LLC (herein referred to as the Contractor), with an office at 210 East Locust Street, Duluth, MN 55811, for the purpose of setting forth the exclusive terms and conditions by which Carlton-Wrenshall Public School ISD #100 desires to acquire Wiediger Speech and Language Services, LLC's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. The District retains and the Contractor agrees to perform for the District:

- 1. Speech therapy to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act as deemed necessary by the child study process and documented in the students' Individual Education Plans (IEP), Individual Family Service Plans (IFSP), or Individual Interagency Intervention Plans (IIIP).**
- 2. Evaluations, evaluation reports and creation of IFSPs and IEPs for students who meet entrance eligibility criteria for speech and language disorders.**
- 3. Provide services that are necessary for the students(s) to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum.**
- 4. Billing of Medical Assistance for those students receiving Medical Assistance.**

Whereas, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by MN Professional Educator Licensing and Standards Board for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the district prior to the initiation date of the contract and on an annual basis thereafter.

- 1. The Contractor shall provide a licensed speech language therapist upon mutual agreement between parties, to meet the objectives stated above.**
- 2. The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**
- 3. Services will be provided in an environment (classroom, facility in the district buildings or in students' home, or students' childcare environments) that is essentially equivalent to the regular education program.**
- 4. The District shall provide an atmosphere conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**
- 5. Starting June 3, 2026 the Contractor will provide 13.75 hours of speech therapy @ \$88.00 per hour. Estimated contract total is \$1210.00**
- 6. The Contractor will submit billings on a monthly basis which will reflect service hours by date, initials of students served, the name of the therapist providing the service, total number of service hours provided for the month and mileage.**
- 7. The District shall pay mileage based on the current IRS Standard Mileage Rates.**
- 8. The District shall make payments for services based upon receipt of invoice.**
- 9. The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**
- 10. This agreement shall be in force from Jun 2, 2026 through Jun 30, 2026. Either party shall provide a written notice regarding reduction/discontinuation of services hours with a 30-day written notice.**

2. Independent Contractor:

- 1. The District and Contractor expressly agree and understand that the Contractor is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that**

of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Contractor acknowledges that Contractor and Contractor's Employees are not eligible for any of the District's benefits, including, but not limited to, health insurance or retirement plans.

3. General:

1. This Agreement does not create an obligation on the District to continue to retain Contractor beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

Signed by:

Wrenshall Public School ISD #100
207 Pioneer Drive
Wrenshall, MN 55797

By:_____

Title:_____

Date:_____

Signed by:

Wiediger Speech and Language Services, LLC
Speech Language Therapist
210 East Locust Street
Duluth, MN 55811
joleekw@wiedigerspeech.org
(218) 591-6752

By:_____

Date:_____



**Summer 2026
CONTRACT FOR SPEECH LANGUAGE THERAPIST**

THIS INDEPENDENT CONTRACTOR AGREEMENT entered into this ____ day of _____, 20____ by and between Carlton-Wrenshall Public School ISD# 100 (herein referred to as the District) and Wiediger Speech and Language Services, LLC (herein referred to as the Contractor), with an office at 210 East Locust Street, Duluth, MN 55811, for the purpose of setting forth the exclusive terms and conditions by which Carlton-Wrenshall Public School ISD #100 desires to acquire Wiediger Speech and Language Services, LLC's services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. The District retains and the Contractor agrees to perform for the District:

- 1. Speech therapy to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act as deemed necessary by the child study process and documented in the students' Individual Education Plans (IEP), Individual Family Service Plans (IFSP), or Individual Interagency Intervention Plans (IIIP).**
- 2. Evaluations, evaluation reports and creation of IFSPs and IEPs for students who meet entrance eligibility criteria for speech and language disorders.**
- 3. Provide services that are necessary for the students(s) to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum.**
- 4. Billing of Medical Assistance for those students receiving Medical Assistance.**

Whereas, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by MN Professional Educator Licensing and Standards Board for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the district prior to the initiation date of the contract and on an annual basis thereafter.

- 1. The Contractor shall provide a licensed speech language therapist upon mutual agreement between parties, to meet the objectives stated above.**
- 2. The Contractor shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**
- 3. Services will be provided in an environment (classroom, facility in the district buildings or in students' home, or students' childcare environments) that is essentially equivalent to the regular education program.**
- 4. The District shall provide an atmosphere conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**
- 5. Starting July 1, 2026 the Contractor will provide 26.25 hours of speech therapy @ \$88.00 per hour. Estimated contract total is \$2,310.00**
- 6. The Contractor will submit billings on a monthly basis which will reflect service hours by date, initials of students served, the name of the therapist providing the service, total number of service hours provided for the month and mileage.**
- 7. The District shall pay mileage based on the current IRS Standard Mileage Rates.**
- 8. The District shall make payments for services based upon receipt of invoice.**
- 9. The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.**
- 10. This agreement shall be in force from Jul 1, 2026 through Aug 21, 2026. Either party shall provide a written notice regarding reduction/discontinuation of services hours with a 30-day written notice.**

2. Independent Contractor:

- 1. The District and Contractor expressly agree and understand that the Contractor is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that**

of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Contractor acknowledges that Contractor and Contractor's Employees are not eligible for any of the District's benefits, including, but not limited to, health insurance or retirement plans.

3. General:

1. This Agreement does not create an obligation on the District to continue to retain Contractor beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

Signed by:

Carlton-Wrenshall Public School ISD #100
207 Pioneer Drive
Wrenshall, MN 55797

By:_____

Title:_____

Date:_____

Signed by:

Wiediger Speech and Language Services, LLC
Speech Language Therapist
210 East Locust Street
Duluth, MN 55811
joleekw@wiedigerspeech.org
(218) 591-6752

By:_____

Date:_____

