



Master Agreement  
between  
Registered Nurses of District 112  
and  
Independent School District 112  
Effective: July 1, 2024 through June 30, 2026

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**ARTICLE I  
PURPOSE**

**Section 1. Parties:** This Agreement is entered into between the School Board of Independent School District 112, Chaska, Minnesota, hereinafter referred to as the School District or District, and the Registered Nurses of District 112, hereinafter referred to as the Association or exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for registered nurses for the duration of the Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with P.E.L.R.A., the School District recognizes the Registered Nurses of District 112 as the exclusive representative for all registered nurses employed as building nurses by the District and which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such registered nurses of the District contained in the appropriate unit as defined in ARTICLE III, Section 2 below and P.E.L.R.A. and in certification by the Bureau of Mediation Services (BMS), Case No. 05-PCE-87.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits other than District payment of, or contributions to premiums for group insurance coverage of retired registered nurses or severance pay, and the District's personnel policies affecting the working conditions of the registered nurses. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term, "appropriate unit" shall mean all registered nurses in the appropriate unit employed by the District in such classification excluding the following; confidential employees, supervisory employees, essential employees, part-time registered nurses whose service does not exceed the lesser of 35% of the normal work week in the registered nurses bargaining unit or 14 hours per week, registered nurses who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all registered nurses exceeds 67 calendar days in that year, and emergency employees.

complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Request for Dues Check off:** Pursuant to P.E.L.R.A. the Association shall have dues checkoff. Upon receipt by the School District of a properly executed authorization card of the registered nurse involved, the School District will deduct in equal installments from the registered nurse's paycheck the dues that the registered nurse has agreed to pay to the Association during the period provided in said registered nurse's authorization beginning with the first paycheck after receipt of the executed authorization card.

**Section 3. Access to Information:** Upon written notice, the District shall provide access to District financial information, budgets and such other information necessary to the effective performance of the duties of the exclusive representative.

**Section 4. Personnel Files:** A registered nurse, upon written request to the supervisor having custody of the personnel files, shall have the right to review the contents of his/her own personnel file. A registered nurse shall have the right to reproduce any of the contents of his/her file. The registered nurse may submit any information in response to material in his/her file and such information shall become part of the registered nurse's file.

## ARTICLE VI DUTY YEAR AND DUTY WEEK

**Section 1. Work Year:** Duty days for registered nurses shall be set by the District school calendar (example: student contact days, workshop day, etc.).

**Section 2. Hours of the Day:** Hours of the day and days of the week that registered nurses are to work shall be scheduled by the District. The District, may provide a thirty (30) day notice if there is to be a permanent change in the work schedule.

**Section 3. Breaks:** Registered nurses who work at least six (6) hours per day in a regularly scheduled position shall receive a thirty (30) minute paid/on call lunch break and two (2) fifteen (15) minute paid/on call breaks within the scheduled work time. Registered nurses may not leave the building during their paid/on call breaks.

**Section 4. Emergency/Weather Closing:** Registered Nurses shall receive their full pay for any emergency school closings due to inclement weather, power outages, etc. If the student school day is subsequently rescheduled and made up, registered nurses will perform their regular assignment without additional compensation. In the case of a late start or early release to a work day due to an emergency/weather condition, registered nurses will adjust their hours to the announced starting time on late start days and the announced closing time on early release days (i.e. On an announced two (2) hour late start the registered nurse's work day begins two (2) hours later than normal and ends at the regular time. On an announced two (2) hour early release the registered nurse's work day ends two (2) hours earlier than normal or after all busses have departed. If

For 2024-26

<u>Years of Service</u>	<u>Additional Longevity Compensation</u>
Beginning year 1 through 4	= no additional compensation
Beginning year 5 through 8	= \$1.25
Beginning year 9 through 12	= \$2.50
Beginning year 13+	= \$4.00

## ARTICLE VIII HOLIDAYS

**Section 1. Threshold for Holiday Pay:** Registered nurses who work at least twenty (20) hours per week in a regularly scheduled position shall earn holiday pay.

**Section 2. Holidays:** Registered nurses who meet the threshold for holiday pay receive the following eight (8) days as paid holidays:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Memorial Day

## ARTICLE IX INSURANCE AND BENEFITS

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

**Section 2. Eligible Registered Nurses:** Only registered nurses regularly employed for thirty (30) hours or more per week in a regularly scheduled position shall receive group insurance benefits provided in this article.

**Section 3. Health, Dental, & Vision Insurance:** The District shall contribute the sum of four hundred dollars (\$400.00) per month (\$4800 per year) for the 2024-2025 fiscal year and four hundred dollars (\$400.00) per month (\$4,800 per year) for the 2025-2026 fiscal year toward the premium for health insurance for each eligible registered nurse who elects to enroll in the District's health insurance plan. A registered nurse electing more expensive coverage than the District's contribution will pay the additional premium cost through payroll deduction.

The District shall contribute the sum of sixteen dollars and sixty-six cents (\$16.66) per month (\$200 per year) for each eligible registered nurse who elected dental insurance for the duration of this agreement. The balance of any premium costs shall be borne by the registered nurse and paid by payroll deductions.

All benefit eligible employees have access to Vision Insurance.

annual benefit (\$250). Professional development funds may be used for the following items with the approval of the registered nurse's supervisor.

- a) Conventions, seminars and workshops related to the registered nurse's position (Federal per diem guidelines shall apply).
- b) Tuition and materials for training or college courses related to the-registered nurse's position and/or advancement.
- c) Dues for membership in professional organizations related to the registered nurse's position.

**Section 11. Deferred Compensation Program:** All registered nurses may participate in the Deferred Compensation Program through School Board approved investment providers.

**Section 12. Deferred Compensation – District Matching Program:** Eligible registered nurses regularly employed for thirty (30) hours or more per week-in a regularly scheduled position shall be eligible for a District match according to the following schedule:

<u>Years of Service</u>	<u>Maximum Matching contribution</u>
Beginning year 1 through 3	= not eligible
Beginning year 4 through 9	= up to \$400
Beginning year 10 through 19	= up to \$600
Beginning year 20+	= up to \$800

**Subd. 1.** Eligible registered nurses must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible registered nurses may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

**Subd. 2.** Registered nurses on unpaid leave may not participate in the Deferred Compensation Matching Program in the provisions of this section.

**Subd. 3.** The provisions of this article are subject to all limitations relating to such plans as provided by law.

**Section 13. Health Savings Account (HSA):** If eligible, employees enrolled in the High Deductible Health Plan will have access to a HSA. See Benefit Summary for details.

**Subd. 5. Furnish Evidence of Illness:** After 3 consecutive days of illness or disability, the District may require a Registered Nurse to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness or disability. The District may require certification by the attending physician stating that the Registered Nurse is in good health and able to resume their duties upon return. In the event that a medical certification will be required, the Registered Nurse will be so advised.

**Subd. 6. Extended Leave:** When current PTO hours and any accrued hours have been exhausted, the Superintendent/designee shall be authorized to grant an extended leave of absence without pay.

**Subd. 7. PTO Approval:** To use PTO, the Registered Nurse must give at least a 3 day notice (except for reasons of bereavement, childbirth, adoption, and illness) and receive pre-approval from their supervisor. Approval of such requests may not exceed more than 5% of the Registered Nurses staff for any given day.

**Subd. 8. PTO Increments and Restricted Days:** PTO may be taken in one (1) hour increments.

No PTO will be granted on the following restricted days (except for reasons of bereavement, childbirth, adoption, religious holiday and absence due to illness)

- First or last student contact days of the school year
- Wednesday preceding or Monday following the Education Minnesota break
- 2 days preceding or 2 days after District 112's Late Spring Break.

In extraordinary circumstances a Registered Nurse may request an exception to be absent on a restricted day. The granting of such an exception shall be at the discretion of the District. If an exception is granted by the District the Registered Nurse may use up to 2 PTO days (16 PTO hours for full-time Registered Nurses and prorated hours for part-time and job share Registered Nurses) for each restricted day/ hours missed. This exception may only be accessed by the same Registered Nurse once every three years.

**Subd. 9. PTO Restrictions:** No more than 3 consecutive PTO days may be granted except for reasons of bereavement, childbirth, adoption, and absence due to extended illness. Up to 5 consecutive PTO days may be granted for bereavement. Up to 10 consecutive PTO/accumulated sick/adoption leave days may be granted to a Registered Nurse whose spouse gives birth immediately following the birth of the child. Up to 10 consecutive PTO/accumulated sick/adoption leave days may be granted to a Registered Nurse whose spouse is an adoptive parent following the adoption of the child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the number of PTO days granted for reasons of bereavement, childbirth, and adoption. Discretionary/Unpaid leave may be granted by the Superintendent/Designee in extenuating circumstances.

**Subd. 10. Use of Accumulated Sick Leave for Bereavement:** Should additional time away from work be needed for bereavement, as the result of the

- of a child care/adoption leave, the District shall not, in any event, be required to:
- a. grant any leave more than twelve (12) months in duration.
  - b. permit the registered nurse to return to employment prior to the date designated in the request for child care/adoption leave.

Subd. 6. A registered nurse returning from child care/adoption leave shall be reemployed in a position for which qualified unless previously terminated or laid off.

Subd. 7. Failure of the registered nurse to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the registered nurse mutually agree in writing to an extension in the leave.

Subd. 8. Leave under this section may be without pay or fringe benefits.

Subd 9. An registered nurse on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

**Section 3. General Leave:** Request for a "leave of absence" without pay or benefits may be presented in writing to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request, at its discretion. An unpaid leave request will not be more than twelve (12) months in duration.

Subd. 1. In making a determination concerning the commencement and duration of a General leave, the School District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration,
- b. permit the registered nurse to return to employment prior to the date designated in the request for the leave.

Subd. 2. A registered nurse returning from a general leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd.3: A registered nurse on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs



duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the registered nurse must return to his/her regular duties on being dismissed from jury duty.

**Section 7. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 8. Religious Leave:** Registered nurse's shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Director of Human Resources that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Director of Human Resources.

## **ARTICLE XI VACANCIES AND JOB POSTING**

**Section 1. Posting and Vacancies:** A position vacancy is defined as one in which a position has been vacated by a registered nurse who is not returning to said position. -A temporary or substitute vacancy is defined as one in which a substitute registered nurse replaces an incumbent registered nurse who is returning to his/her position.

Subd. 1. All position vacancies will be posted for a two (2) week period. The posting time may be shortened as unexpected vacancies occur especially prior to the start of the school year.

Subd. 2. If a temporary vacancy becomes a position vacancy, it will be posted and filled in accordance with the provisions of this Agreement.

**Section 2. Application for Vacancies:** All registered nurses under this Agreement may submit an application for any vacancy which is posted pursuant to this article.

**Section 3. Administrative Transfer:** The District may transfer a registered nurse to a like position. Transfers of this nature will be discussed with the registered nurse prior to final disposition.

## **ARTICLE XII SENIORITY**

**Section 1. Recognition:** The parties recognize the principle of seniority in the application of this Agreement concerning reduction of force.

**Section 2. Date:** Registered nurses shall acquire seniority upon completion of the probationary period as defined in this Agreement. The seniority date shall relate back to the date of the first day of work to a regularly assigned position as defined in ARTICLE IX above. Seniority is based on continuous employment in a registered nurse position.

**Section 3. Discontinuance/Layoff of a Position/Recall and Reduction in Hours:**

and may make such changes the District deems warranted. A final seniority list shall be prepared by the District.

**Section 5. Voluntary Termination:** In the event that a registered nurse voluntarily terminates employment and is subsequently reemployed by the District as a registered nurse with a time period of no greater than twelve (12) months after the date of termination, the registered nurse may, at the discretion of the District:

- a. be reinstated without loss of seniority or benefits and the years of service credit earned and accumulated as of the date of voluntary termination.
- b. be reinstated without having to serve a new probationary period notwithstanding any other provision to the contrary.
- c. be reinstated to a similar vacant position but not to displace any other bargaining unit member.

### **ARTICLE XIII PROBATIONARY PERIOD/DISCIPLINE/DISCHARGE/RESIGNATION**

#### **Section 1. Probationary Period:**

Subd. 1. A registered nurse in a regularly scheduled position under the provisions of this Agreement shall serve a probationary period not to exceed one hundred and twenty (120) working days of continuous service in the District.

Subd. 2. During this probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such registered nurse. During this probationary period, the registered nurse shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

Subd. 3. A probationary registered nurse shall have the right to bring a grievance on any other provision of the Agreement alleged to have been violated.

Subd. 4. Registered nurses serving in a temporary or long-term substitute position shall be subject to the provisions of this section if a regular position is assumed even if their temporary term of employment exceeds one hundred and twenty (120) days.

Subd. 5. A registered nurse who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. A registered nurse who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

#### **Section 2. Employee Discipline:**

Subd. 1. The District shall have the right to impose discipline on non-probationary registered nurses. Discipline may consist of a verbal warning, written warning,

five (5) days to either reverse and set aside the suspension or termination or uphold the suspension or termination.

If the suspension or termination is reversed, the employee shall be reinstated and compensated for salary lost during the period suspension or suspension.

If the suspension or termination is upheld, the registered nurse shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level. In order to move to arbitration, the registered nurse must provide written notification of the intention to do so to the School Board or Superintendent within five (5) days after receipt of the School Board's decision following the hearing.

**Section 3. Resignation:** When a registered nurse wishes to terminate their employment, he/she shall give a two (2) week notice to the Human Resource department. The written notice shall state the reason for the resignation and also state the last day of employment.

#### **ARTICLE XIV GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** The word "grievance" shall mean a-written allegation by a-registered nurse resulting in a dispute or disagreement between the registered nurse 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. Representation:** The registered nurse, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

**Section 3. Definitions and Interpretations:**

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

Subd. 2. Reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "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 designated period of time begins to run shall not be included.

Subd. 4. In 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.

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 prior 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 Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. 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. Upon appointment of the arbitrator, the Association shall, within five (5) days after notice of appointment, forward to the District submission of the grievance which shall include the following:

- a) the issues involved;
- b) statement of the facts;
- c) position of the grievant;
- d) the written documents relating to Section 5 above

If, upon review of the material submitted above, the position of the Association is unclear to the District, the District may request clarification of the Association's position.

The District may make a similar submission of information relating to the grievance either before or at the time of hearing.

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

Subd. 6. Decisions by the arbitrator in cases properly brought before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A.

Subd. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representative, 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 the request of either party. The parties shall share equally fees and expenses of the arbitrator, and the cost of the transcript or recordings if the parties mutually agree are

**Section 3. Benefits:** The District will make a pro-rata contribution toward: medical and dental insurance; deferred compensation; and PTO

**Section 4. Seniority and Credit for Experience:** Both Registered Nurses in an approved job share shall receive credit for a full year of seniority and a full year of experience for salary schedule placement.

**Section 5. Returning to Full-Time Position as a Registered Nurse:** Registered Nurses agreeing to a job share may return to a full-time position at any future date (unless this return would result in the displacement of a more senior Registered Nurse) by giving written notice of this intent by March 1 prior to the school year of intended return.

**Section 6. Ending Job Sharing During School Year:**

If one of the job share Registered Nurses requests an end to job sharing during the school year, the remaining job share Registered Nurse must agree to full-time unless the District can find a replacement. The job share Registered Nurse's request to end job sharing will not be granted until a suitable replacement is found. Without 30 calendar days' notice from the exiting job share Registered Nurse to find a suitable replacement, a \$500 fee will be assessed to the exiting job Registered Nurse to cover expenses related to replacing them.

**ARTICLE XVI  
MISCELLANEOUS**

**Section 1. Pay Dates:** Pay dates shall be on the fifteenth (15th) and last day of each month. The timing of the payment of wages is governed by state law Minn. Stat. § 181.101.

**Section 2. Direct Deposit:** All registered nurses shall be paid through direct deposit.

**Section 3. Per Diem and Mileage Reimbursement:**

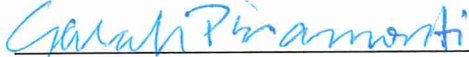
The District shall reimburse registered nurses for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with District School Board policy.

**ARTICLE XVII  
DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement will remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement, at its expiration, it should give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

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

Registered Nurses of District 112

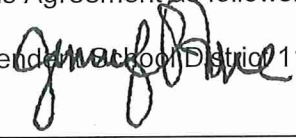


Sarah Pinamonti  
Representative



Deb Kelly  
Representative

Independent School District 112

  
Lisa Anderson Jenny Stone  
Board Chair



Jenny Stone Sean Olsen  
Board Vice Chair/Clerk



Dr. Erin Rathke  
Superintendent



Matt Brain  
Executive Director of Human  
Resources

School Board Action/Approval: August 19, 2024