



Cloquet Public Schools

Regular Meeting

Monday, July 12, 2021 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

I. Roll Call	
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a. 1.0 FTE Physical Education/Health Teacher at Cloquet Middle School (Kevin Pfeil)	
2. Recommendations for Employment	
a. 0.49 FTE Academic Intervention Teacher for the 2021-2022 School Year (Shelia Fritsinger)	21
<small>Funded by ESSER 2 Funds</small>	
b. 1.0 FTE Instructional Literacy Coach at Cloquet High School for the 2021-2022 School Year (Danielle Dupuis)	22
c. Lifeguard for Community Education (Leah Niven)	23
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4. <i>Permission to Post</i>	
a. 1.0 FTE Physical Education/Health Teacher at CAAEP and Cloquet Middle School (0.2 FTE PE and 0.4 FTE Health at CAAEP/ 0.4 FTE at Cloquet Middle School)	34
b. 1.0 FTE Long-Term Substitute Science Teacher for 12 Weeks Starting August 27, 2021 at Cloquet Middle School	35
c. 1.0 FTE Long-Term Substitute School Counselor for the 2021-2022 School Year	36
d. Head Boys' Soccer Coach for the 2021-2022 School Year	37
5. <i>Staffing Adjustment</i>	
a. Additional Specialist Time Due to Added Kindergarten Section	38
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Heidi Mattinen 0.083 FTE for PE	
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a. Northland Foundation Bridge Grant (PreK-Grade 3) in the Amount of \$1000	40
VIII. Agenda Addendums	
IX. New Business	
1. Consider Approving a 1-Year Leave of Absence for Cloquet High School Counselor/Head Boys' Soccer Coach for the 2021-2022 School Year (Dave Bergan)	
2. Consider Approving the Contract with BerganKDV for FY21 Audit Services	43
3. Consider Approving the 2021-2023 Education Minnesota - Cloquet (EMC) Contract	53
4. Consider Approving the 2021-2023 MARSS/Data Information Specialist/Homeless Liaison Contract (Haley Stirewalt)	113
5. Consider Approving the Rate Increase to \$150/day for Substitute Teachers for the 2021-2022 School Year and Adding This Rate to District Non-Union Rate Sheet	115
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7. Consider Approving the 2021-2023 Non-Union Rate Sheet	117
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XI. Upcoming Meetings/Events	
1. Monday, July 26, 2021 - Information Technology Support Association Negotiation Meeting - 2:30 p.m.	
2. Monday, August 9, 2021 - Regular School Board Meeting	
5:30 p.m. Working Session	
6:00 p.m. Regular Meeting	
XII. Adjournment	

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1. Building and Department Reports

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1. Claims, July 7, 2021
2. Hand Checks, June 30, 2021 (2)

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Amanda Sales 0.031 FTE for Art
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- b. 1.0 FTE (Additional 0.2 FTE) for Anishinaabe Language Teacher (Julian Kitto) to Teach Anishinaabe 3 Course

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June 28, 2021

Board Chair Ted Lammi called the working session to order at 5:30 p.m.

Topics discussed:

Dr. Cary congratulated senior Sam Baker for finishing as the top individual medalist and the Cloquet High School Boys' Golf Team for taking first place in the state class AA golf tournament. This is Cloquet's first state title in golf. Dr. Cary reviewed the tentative state legislature increases and an agreement with EMC – teachers' union. The Board reviewed the 2020 strategic plan and Dr. Cary gave updates and action items on the plan. He briefly reviewed the agenda items and answered questions from the Board. There being nothing further to discuss, Board Chair Ted Lammi adjourned the working session at 5.59 p.m.

June 28, 2021

The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on June 28, 2021 was called to order by Board Chair T. Lammi at 6:00 p.m.

Roll Call – The following members were present on roll call:

- Gary Huard
- Melissa Juntunen
- Ted Lammi
- Nate Sandman
- Ken Scarbrough

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Executive Assistant to the Superintendent
- Bill Bauer, Technology Support Specialist
- Jana Peterson, Pine Knot Newspaper Representative
- Izabel Johnson, Pine Journal Newspaper Representative

Building principals, teacher representatives, AIE Director, Community Education Director, District Facilities & Grounds Director will be excused from attending Board meetings until further notice.

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve the June 28, 2021 board agenda. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by G. Huard to approve the June 14, 2021 school board meeting minutes, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- Building and Department Reports were reviewed.

CONSIDER APPROVAL OF CLAIMS, HAND CHECKS, TREASURER'S REPORT, INVESTMENT REPORTS AND WIRES

- RESOLVED by N. Sandman to approve Claims, June 23, 2021; Hand Checks, June 10, 2021, June 16, 2021 and June 17, 2021, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by G. Huard to approve the Consent Items, as presented:

1. Resignations:

- a. 1.0 FTE Spanish Teacher, Brianna Erickson, effective August 1, 2021

- b. 1.0 FTE Special Education Teacher, Kathleen Northrup, effective June 22, 2021
- c. Financial Secretary at Cloquet High School, Matt Carlson, effective August 6, 2021
- d. AIE Academic Tutor at Cloquet Middle School, Willa Hanson, effective June 23, 2021 (pending hire)

2. Recommendations of Employment:

NAME	POSITION/LOCATION	SALARY	START DATE
a. Kelly McKibbon	1.0 FTE ECSE Teacher at Washington Elem	\$48,200 BA/5	7/1/21
b. Christina McMahon	1.0 FTE Kindergarten at Churchill Elem	\$46,267 BA/4	8/26/21
c. Zoe Bystrom	1.0 FTE 3 rd Grade Teacher at Washington Elem	\$41,040 BA/1	8/26/21
d. Rachel Mueller	1.0 FTE Media Specialist/G&T Coord.	\$48,200 BA/5	8/26/21
e. Linnea Barto	0.5 FTE Academic Intervention Teacher	\$27,801.01 BA/6	8/26/21
f. Thomas Udenberg	1.0 FTE Social Worker at CMS*	\$47,044 MA/1	8/26/21
g. Nichole Whittet	1.0 FTE Guidance Counselor at CMS*	\$47,044 MA/1	8/26/21
h. Willa Hanson	199 days/year Guidance Secretary at CMS	\$18.36/hr**	8/9/21
i. Raeanne Bergren	210 days/year Head Secretary at NLS	\$20.25/hr Step 1	7/12/21
j. Thomas Proulx	6.5 AIE Academic Tutor	\$17.51/hr Step 3	6/30/21
k. Kimberly Miens	Aquatics Coordinator for Community Ed	\$20.13/hr	6/16//21
l. Ellise Evenson	Lifeguard for Community Education	\$11.29/hr	6/11/21
m. Ethan Gunderson	Lifeguard for Community Education	\$11.29/hr	6/11/21
n. Justin Church	Lifeguard for Community Education	\$11.29/hr	6/11/21

* Pending official licensure ** Frozen at Step 3

All rates are subject to rate increases in each contract for 2021-2022

3. Extra Services Contracts

a. Teacher Leaders	See Attached List	\$2047
b. Teresa Angell	2021-2022 A & I Coordinator	\$11,192.50
c. Tyler Olin	2021-2022 Instructional Computer Coordinator at Washington	\$2682
d. Courtney Olin	2021-2022 Instructional Compute Coordinator at Churchill	\$2682
e. Rick Sievert	2021-2022 School Patrol Advisor at Churchill	\$1859
f. Jason Godnai	2021-2022 School Patrol Co-Advisor at Washington	\$929.50
g. Darrin Johnson	2021-2022 School Patrol Co-Advisor at Washington	\$929.50
h. Fall Coaching Contracts (see attached)		
i. Softball Assistant Coaches Stipend (see attached)		

All rates are subject to rate increases in each contract for 2021-2022

4. *Permission to Post*

- a. 1.0 FTE Spanish Teacher at Cloquet High School starting the 2021-2022 school year
- b. 1.0 FTE Special Education Teacher at Cloquet Middle School starting the 2021-2022 school year
- c. 8 hrs/day – 210 days/year Athletic Office Financial Secretary at Cloquet High School
- d. 6.5 hrs/day Consistent Support Paraprofessional at Cloquet Middle School starting the 2021-2022 school year
- e. 7 hrs/day AIE Academic Tutor at Cloquet Middle School starting the 2021-2022 school year

5. *Staffing Adjustments*

- a. TSSS Additional Coordinator Hours
 - b. Beach Supervisor Rate Increase
- T. Lammi seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

SCHOOL BOARD COMMITTEE REPORT

- There was nothing reported.

AGENDA ADDENDUMS

- There was nothing added at this time.

NEW BUSINESS

- RESOLVED by T. Lammi to approve the sale of a 1998 Ford Ranger for the amount of \$3000.00, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve the 2021-2023 Contract with Special Education Assistant Director, Barb Mackey, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2021-2022 services agreement with Carlton County for the transportation of children and youth in foster care placement, as presented. T. Lammi seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT'S REPORT

Dr. Cary had reviewed all items in the working session.

CLOSED SESSION FOR THE PURPOSE OF ANNUAL SUPERINTENDENT REVIEW

- RESOLVED by G. Huard at 6:10 p.m. to move to closed session to conduct the annual review of Superintendent Dr. Michael Cary. N. Sandman seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

Closed session ended at 6:40 p.m. and regular meeting resumed.

UPCOMING MEETINGS/EVENTS

- Tuesday, July 6, 2021 Information Technology Support Association Negotiation Meeting – 1:00 p.m.
- Monday, July 12, 2021 Regular School Board Meeting - 5:30 p.m. Working Session/6:00 p.m. Regular Meeting

ADJOURNMENT

There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 6:41 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Department Reports

Churchill Elementary:

The first round of summer school went well. The summer school teachers and staff worked hard and were committed to providing a good experience. Summer building cleaning is on schedule. We are still waiting on more concrete scheduling with a larger building window replacement project at Churchill. The communication with the installer is that window materials are still hard to come by.

PLC training for our building leaders is scheduled district wide for August 24th.

Happy Summer!

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

Not much to report at Washington over the past two weeks. Our custodian/cleaning team is doing a terrific job cleaning and prepping the building for next fall, and our June summer school session ended positively on July 1. I'm thankful for all of the great staff that are working throughout the summer to support our students and our building needs!

Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

Last week, summer school wrapped with a river raft trip on the St. Louis River for all the students who attended. It was an excellent three-week session and was a nice way to close out a crazy school year.

With summer school done, we are now locked into getting everything ready for the 2021-2022 school year. We will put together homerooms and schedule the different houses for 6th through 8th-grade students. We will also keep the opportunity for our 7th and 8th-grade teachers to use extended class periods like they did this year for COVID purposes.

The building is slowly getting taken apart, and everything is getting cleaned, waxed, and fixed. The custodial crew tells me things are on schedule with no real surprises to date.

Submitted by Tom Brenner, Cloquet Middle School Principal

Cloquet High School:

- The custodians are busy getting the building prepped for a 21-22.
- Our CTE wing construction continues
- We're still working on getting fully staffed for 21-22.
- As of July 1, we finished up our Summer School. We had roughly 225 quarter credits recovered during Summer School. It was very productive.

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

CAAEP has successfully completed four weeks of summer school and graduated four more students. We are looking forward to three weeks of summer school collaboration with the county and the REACH program the last three weeks of July.

Planning is taking place for this year's staff development days, PLC's, home school liaison activities, restorative practices trainings and new teacher mentoring program.

CAAEP will be welcoming two new staff this year for the English position and the PE/Health position.

Submitted by Connie Hyde, CAAEP Principal

Community Education

Aquatics

- *New session of private and group lessons started in July
- *CMS pool will be down for maintenance August 1 - 15, 2021
- *August swim lessons will start August 16, 2021

Driver's Ed

- *August classroom session is almost filled
- *As of July 2, students can no longer take the permit test online

ECFE/School Readiness/Screenings

- Next Screenings are scheduled for: Aug 24-26 2021
- Outdoor School Readiness program is scheduled for August 2-6
- Countdown to Kindergarten is scheduled for August 16-20

Li'L Lumberjacks/Thunder

*Masks are now recommended, not required. However, we are requiring staff to wear them for the rest of the summer.

Website

*New Eleyo registration website will go live on August 1 for class registrations starting in September. This new website will be more user friendly especially for those that use smartphones.

Submitted by Erin Bates, Community Education Director

Business Department:

No report submitted.

American Indian Education Department:

Greetings School Board Members,

The AIE Director and several secondary American Indian students participated in a Q&A panel for a St. Scholastica's teacher course. Examples of some of the questions submitted by St. Scholastica students were; What are ways future educators can promote indigenous people's cultures that come off as celebratory and educational and not performative?; What do you think are the most important topics for teachers of young children to incorporate into their lessons of Native Americans/Indigenous communities?; and What are some "mistakes" that non-Native teachers routinely make in the classroom with Native children? Feedback from the head of the program said that this was the best session she has participated in and that she has never seen her college students so engaged. The wisdom that our CHS high school students brought in that hour and half left a lasting impression.

Another generous donation of backpacks/school supplies will be received by Simon Says Give in mid-August. The AIE Program has received hundreds of backpack/school supply kits over the past several years. Cloquet Alumni, Lou Abramowski helps organize the delivery and donations. More information and photos of the donations will be shared to the school board and parent committees at a later date.

Have a safe summer.

Submitted by Teresa Angell, American Indian Education Director

Building and Grounds

CTE Renovation Project Updates:

Demo is complete. Framing is complete. Electrical and plumbing roughing in is nearly finished and sheet rocking has begun. Concrete polish and stain has been approved after a sample was reviewed. I expect the final drawings and submittals complete for the relocation of the air handling unit.

Custodians and cleaners are in the process of deep cleaning all areas of the building. In addition, multiple yearly PM's have been assigned to each site to be completed by the end of summer.

Submitted by Dylan Carlson, Building and Grounds Director

Technology

No report submitted.

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description		Total
01	General	\$225,883.89
04	Community Services	\$7,763.98
05	Capital Expenditure	\$16,786.33
Report Total		\$250,434.20

Cloquet Public Schools

Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094	2		94345	158247	Check	1	10283		AMACO	Yes	No	No	USD	07/13/2021	2,054.18
			94382	158248	Check	1	9581		ARCHITECTURAL RESOURCES INC	Yes	No	No	USD	07/13/2021	3,462.75
			94349	158249	Check	1	10402		BABINEAU JOHN	Yes	No	No	USD	07/13/2021	40.00
			94347	158250	Check	1	10394		BENSON WENDY	Yes	No	No	USD	07/13/2021	66.40
			94381	158251	Check	1	9285		BRENNER, MICHELLE MARIE	Yes	No	No	USD	07/13/2021	66.40
			94373	158252	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	07/13/2021	1,676.39
			94361	158253	Check	1	4072		CAMPBELL, CORINNE	Yes	No	No	USD	07/13/2021	44.94
			94379	158254	Check	1	9217		CARLTON FOUR SEASONS EVENT C	Yes	No	No	USD	07/13/2021	480.00
			94351	158255	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	07/13/2021	4,411.51
			94353	158256	Check	1	14230		DELEGARD TOOL COMPANY	Yes	No	No	USD	07/13/2021	689.84
			94375	158257	Check	1	8229		ESSE, DAVID	Yes	No	No	USD	07/13/2021	534.24
			94354	158258	Check	1	2074		FOLLETT SCHOOL SOLUTIONS	Yes	No	No	USD	07/13/2021	3,020.25
			94352	158259	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	07/13/2021	326.00
			94358	158260	Check	1	3310		HYDE, CONNIE	Yes	No	No	USD	07/13/2021	28.07
			94360	158261	Check	1	4002		INFINITE CAMPUS INC	Yes	No	No	USD	07/13/2021	300.00
			94356	158262	Check	1	2526		ISD #0094 - VAN	Yes	No	No	USD	07/13/2021	235.20
			94357	158263	Check	1	28920		KENDAHL AMUSEMENT	Yes	No	No	USD	07/13/2021	60.00
			94374	158264	Check	1	7619		MANNER, MARIA KATHRYN	Yes	No	No	USD	07/13/2021	600.00
			94370	158265	Check	1	6911		MOENCH, KATIE	Yes	No	No	USD	07/13/2021	267.50
			94348	158266	Check	1	10399		MONTANA LEATHER COMPANY	Yes	No	No	USD	07/13/2021	211.40
			94369	158267	Check	1	6299		NELSON, BETH	Yes	No	No	USD	07/13/2021	83.27
			94362	158268	Check	1	40825		NORTHERN BUSINESS PRODUCTS	Yes	No	No	USD	07/13/2021	1,400.91
			94346	158269	Check	1	10348		POLAR	Yes	No	No	USD	07/13/2021	1,555.44
			94363	158270	Check	1	44930		PREMIERE THEATRES	Yes	No	No	USD	07/13/2021	372.00
			94364	158271	Check	1	45540		QUILL CORPORATION	Yes	No	No	USD	07/13/2021	195.04
			94376	158272	Check	1	8631		RUPP, ANDERSON, SQUIRES & WALI	Yes	No	No	USD	07/13/2021	331.50
			94365	158273	Check	1	48799		SCHOLASTIC INC	Yes	No	No	USD	07/13/2021	1,460.00
			94355	158274	Check	1	2300		SHI INTERNATIONAL CORP	Yes	No	No	USD	07/13/2021	16,996.83
			94384	158275	Check	1	9828		STARK TIMOTHY	Yes	No	No	USD	07/13/2021	369.60
			94371	158276	Check	1	7217		SULLIVAN CANDY & SUPPLY	Yes	No	No	USD	07/13/2021	1,947.46
			94380	158277	Check	1	9265		SWIFTWATER ADVENTURES	Yes	No	No	USD	07/13/2021	1,102.00
			94383	158278	Check	1	9671		TECHCHECK	Yes	No	No	USD	07/13/2021	5,184.95
			94359	158279	Check	1	33710		THE MASTER TEACHER INC	Yes	No	No	USD	07/13/2021	60.95
			94372	158280	Check	1	7248		TREND ENTERPRISE INC	Yes	No	No	USD	07/13/2021	114.21
			94366	158281	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	07/13/2021	3,048.75
			94377	158282	Check	1	8949		VANTAGE FINANCIAL	Yes	No	No	USD	07/13/2021	18,772.00
			94350	158283	Check	1	10403		VANTAGE FINANCIAL LLC	Yes	No	No	USD	07/13/2021	175,296.00
			94367	158284	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	07/13/2021	369.60
			94378	158285	Check	1	9196		ZIELLS, JOSHUA	Yes	No	No	USD	07/13/2021	35.28

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	94368	158286	Check	1	60300		ZION LUTHERAN CHURCH	Yes	No	No	USD	07/13/2021	3,163.34
														Bank Total: 2	\$250,434.20
														Report Total:	\$250,434.20

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description	Total
01 General	\$924.00
Report Total	\$924.00

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	94340	158242	Check	1	34310		MESPA	Yes	No	No	USD	06/19/2021	924.00
Bank Total: 2															\$924.00
Report Total:															\$924.00

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description		Total
01	General	\$8,929.58
04	Community Services	\$129.23
12	Activities	\$225.69
Report Total		\$9,284.50

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	94344	158243	Check	1	9684		BLACK BEARS & BLUEBERRIES PUB	Yes	No	No	USD	06/30/2021	6,774.00
			94341	158244	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	06/30/2021	1,626.10
			94343	158245	Check	1	8234		KNUTSEN, STEVEN J	Yes	No	No	USD	06/30/2021	150.00
			94342	158246	Check	1	53551		SUPER ONE	Yes	No	No	USD	06/30/2021	734.40
Bank Total: 2														\$9,284.50	
Report Total:														\$9,284.50	



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Robbi Mondati, Washington School Principal
DATE: July 8, 2021
RE: Recommendation for Employment

I am recommending the employment of Sheila Fritsinger as a 0.49 FTE Interventionist Teacher at Washington Elementary.

RATE OF PAY:	MA/5 - \$31,466.58 (*Based on 20-21 salary schedule)
HOURS TO BE WORKED:	4 hours/day (Monday-Friday)
BEGINNING OF CONTRACT:	August 27, 2021
BUDGETED CURRENT YEAR:	Yes
REASON FOR HIRE:	Washington Elementary would like to hire Sheila Fritsinger for our 0.49 FTE Interventionist teacher position. Mrs. Fritsinger was a Special Education Intervention Teacher for Cloquet Schools for over 20 years and will be an amazing asset in this part-time capacity.

ESSER 2 Funded

Employment is contingent upon Cloquet School Board approval.

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Community Education	2001 Washington Ave	218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 6, 2021

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Danielle Dupuis as a 1.0 FTE Instructional Literacy Coach at Cloquet High School for the 2021-2022 school year.

RATE OF PAY: MA Step 5 - \$58,723*

TOTAL COST: Per Contract

HOURS TO BE WORKED: Monday - Friday

STARTING DATE: August 26, 2021

LENGTH OF CONTRACT: 2021-2022 School Year

POSTED: Yes

REASON FOR HIRE: Vacancy due to the internal movement of Nathan Anderson.

RATIONALE FOR HIRE: Danielle comes highly recommended. She impressed our interview team and will be a great addition to our faculty.

(Employment is contingent upon Cloquet School Board approval)

* Rate based on the 2019-2021 EMC Master Agreement. New rate will be based on negotiated 2021-2023 rate.

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

DATE: June 30, 2021

FROM: Erin Bates, Community Education Director

RE: I am recommending that Leah Niven be hired as a Lifeguard for Cloquet Community Education.

RATE OF PAY: \$11.29 per hour

HOURS TO BE WORKED: Up to 40 hours week

STARTING DATE: June 13, 2021

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Opening

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

DATE: June 29, 2021

FROM: Erin Bates, Community Education Director

RE: I am recommending that Hayden Kemp be hired as a Lifeguard for Cloquet Community Education.

RATE OF PAY: \$11.29 per hour

HOURS TO BE WORKED: Up to 40 hours week

STARTING DATE: June 1, 2021

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Opening

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

DATE: June 29, 2021

FROM: Erin Bates, Community Education Director

RE: I am recommending that Kobin Lambert be hired as a Concession attendant for Cloquet Community Education.

RATE OF PAY: \$10.08 per hour

HOURS TO BE WORKED: Up to 40 hours week

STARTING DATE: June 1, 2021

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Opening

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

DATE: June 29, 2021

FROM: Erin Bates, Community Education Director

RE: I am recommending that Brennan Tracy be hired as a Concession attendant for Cloquet Community Education.

RATE OF PAY: \$10.08 per hour

HOURS TO BE WORKED: Up to 40 hours week

STARTING DATE: June 1, 2021

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Opening

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

DATE: July 6, 2021

FROM: Erin Bates, Community Education Director

RE: I am recommending that Saige Moran be hired as a Concession attendant for Cloquet Community Education.

RATE OF PAY: \$10.08 per hour

HOURS TO BE WORKED: Up to 40 hours week

STARTING DATE: July 11, 2021

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Opening

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
DATE: July 7, 2021
FROM: Erin Bates, Community Education Director
RE: I am recommending that Amelia Allen be hired as a Concession Worker for Cloquet Community Education.

RATE OF PAY: \$10.08 per hour
HOURS TO BE WORKED: Up to 40 hours week
STARTING DATE: July 9, 2021
LENGTH OF CONTRACT: Ongoing
BUDGETED CURRENT YEAR: Yes
REASON FOR HIRE: Opening
QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”



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MEMORANDUM

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: June 24, 2021

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Jessica Knutsen, Special Education Transition Coordinator for the 2021-2022 school year. The time period of this contract will be September 7, 2021 – June 9, 2022. This assignment will be paid at the daily rate of \$417.37 for 10 days for a total of \$4,173.70. Salary is per Schedule C of the 2019-2021 Teacher’s Master Agreement. Rate will be changed with the updated 2021-2023 Teacher’s Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm

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MEMORANDUM

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: June 24, 2021

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Jody Zeleznikar, MNCIMP/Special Education Coordinator for the 2021-2022 school year. The time period of this contract will be September 7, 2021 – June 9, 2022. This assignment will be paid at the daily rate of \$417.37 for 10 days for a total of \$4,173.70. Salary is per Schedule C of the 2019-2021 Teacher’s Master Agreement. Rate will be changed with the updated 2021-2023 Teacher’s Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm

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MEMORANDUM

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: June 24, 2021

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Michell Brenner facilitate summer responsibilities with Every Student Succeeds Act (ESSA) Program for the 2021-2022 school year. The time period of this contract will be July 1, 2021 – June 30, 2022. This assignment will be paid at the daily rate of \$417.37 for 10 days for a total of \$4,173.70. Salary is per Schedule C of the 2019-2021 Teacher’s Master Agreement. Rate will be changed with the updated 2021-2023 Teacher’s Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm



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MEMORANDUM

TO: Cloquet School Board Members

FROM: Dr. Michael Cary, Superintendent

DATE: June 24, 2021

RE: Recommendation for Extra Services Contract

I am recommending an extra-service contract for Stephanie Gibson, Special Education/ADSIS Coordinator for the 2021-2022 school year. The time period of this contract will be July 1, 2021 – June 30, 2022. This assignment will be paid at the daily rate of \$434.81 for 10 days for a total of \$4,348.10. Salary is per Schedule C of the 2019-2021 Teacher’s Master Agreement. Rate will be changed with the updated 2021-2023 Teacher’s Agreement.

(Employment is contingent upon Cloquet School Board approval)

MC: mjm



From the Desk of:

**Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Stipend for girl's basketball summer coaching

Please approve the stipends listed below. This is for individuals who helped with our girl's basketball program this summer. This amount, in addition to any taxes and benefits, will be paid out of the girl's basketball activities account. There is no cost to the school district.

- Heather Young : \$1,040
- Jessica Youngren: \$1000
- Katie Hughes: \$1000
- Allie Wojtisiak: \$1000

If anyone has any questions regarding this recommendation, please feel free to call me.

PR



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Connie Hyde Cloquet Area Alternative Education Programs Principal
Tom Brenner, Principal Cloquet Middle School

DATE: July 6, 2021

RE: Permission to Post

We are requesting permission to post for a 1.0 FTE Physical Education/Health teacher at CAAEP and Cloquet Middle School due to a resignation. The position will serve 0.2 FTE Physical Education, 0.4 FTE Health at CAAEP and 0.4 FTE Physical Education at Cloquet Middle School

(Employment is contingent upon Cloquet School Board approval.)

CH/TB:mjm



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Tom Brenner, Principal Cloquet Middle School

DATE: July 6, 2021

RE: Permission to Post

We are requesting permission to post for a 1.0 FTE Long-Term Substitute Science Teacher for 12 weeks starting August 27, 2021 at the Cloquet Middle School due to staff leave of absence.

TB:mjm



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 7, 2021

RE: **PERMISSION TO POST**

I am requesting permission to post for a 1.0 FTE Long-Term Substitute School Counselor and Head Boys' Soccer Coach at Cloquet High School for the 2021-2022 School Year.



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 7, 2021

RE: **PERMISSION TO POST**

I am requesting permission to post for a 1.0 FTE Long-Term Substitute School Counselor and Head Boys' Soccer Coach at Cloquet High School for the 2021-2022 School Year.



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MEMORANDUM

To: Cloquet School Board
From: David Wangen, Churchill Principal
Date: 7/6/2021
Re: Added specialist time

I am recommending the following additional specialist time for the added kindergarten position at Churchill Elementary.

Amanda Sales Art .031 FTE

Heidi Mattinen PE .083 FTE

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7 July 2021

To: Dr. Michael Cary, Superintendent
From: Teresa Angell, AIE Program Director *TA*
RE: 1.0FTE Anishinaabe Teacher

For your consideration and approval, I recommend increasing Julian Kitto, Anishinaabe Language Teacher, to 1.0FTE.

Cloquet High School is offering a 3-year sequential Ojibwe Language course. Enrollment numbers into the 3rd year are not high, but we believe that offering Anishinaabe 3 to upcoming Juniors and Seniors for SY21/22 will increase sustainability of future enrollment.

Cloquet School’s JOM Parent Committee met in January and support financially backing up the .2 increase with 211 JOM Funds.

Julian Kitto has built an accurate, rigorous, and engaging environment for the Anishinaabe language to thrive in.

Mr. Battaglia, Mr. Prosen, and JOM Parent Committee support this increase and the increase to offer Anishinaabe 3 for SY21/22. I can be available at the next board meeting to answer any questions you may have.

Cc: Steve Battaglia
Tim Prosen

(Adjustment is contingent upon Cloquet School Board approval).

Linking school and community to provide life-long learning and success for all.

June 30, 2021

Project # 21-20376

Callista Kermend
Cloquet Public Schools-ISD #094
302 14th Street
Cloquet MN 55720

Dear Ms. Callista Kermend:

I am pleased to inform you that the Northland Foundation has reviewed your proposal for the **PREK TO GRADE 3 GRANT- ISD 94 BRIDGE Grant PREK-3rd Grade** and has approved a grant of **\$1,000.00** for the period (08/25/2021 to 05/31/2022) to **Cloquet Public Schools-ISD #094**.

The Agreement of Grantee is attached to this letter. Please read the agreement in its entirety and make special note of all the provisions and procedures indicated. **By accepting this grant, you are affirming that your organization agrees to the terms and conditions outlined in the Grant Agreement. (Please note that the Northland Foundation no longer requires this form to be signed and returned.)**

The Northland Foundation uses an Electronic Funds Transfer process for grant payments. Please complete and return the attached **ACH Credit Authorization form** with the grantee organization or fiscal agent organization bank account information where you would like the grant funds deposited.

Grant payments are made during the first full week of each month. **In order for our Accounting Department to release your payment**, please return the completed ACH Authorization form **no later than the 25th of the month before** your payment is scheduled. We accept forms via email (scanned copies), fax (218-723-4048), or USPS (hard copies).

The Northland Foundation will issue a single payment for this grant. This payment will be distributed in the sum of **\$1,000.00 on or around 09/01/2021**.

The Northland Foundation will be making public news releases through the regional media regarding all of the grants awarded. Please utilize your community media resources to announce receipt of these funds to your project. The Northland Foundation would appreciate being acknowledged as a source of support in all news releases initiated by you. Please provide us with copies of any press coverage and photographs received by your project, as well as any media releases and program materials you produce. They may be utilized by the Northland Foundation in our public information efforts.

As you will note, one of the conditions of the Agreement of Grantee is the submission of reports on the progress, outcomes, and financial activity of your project. These project reports are scheduled as indicated: **06/30/2022 for the Final Report**. Please provide us sufficient narrative to describe the progress and impact of your project. **A report template will be provided at a later date.**

On behalf of the Northland Foundation, I would like to extend sincere congratulations to you and your organization. Please call Carol Chipman, Grants Manager if you have any questions. I look forward to learning about the progress and success of your project.

Sincerely,



Tony Sertich
President

Attachments
cc: Carol Chipman

AGREEMENT OF GRANTEE FOR:**Organization Name: Cloquet Public Schools-ISD #094****Project # 21-20376****Project Name: PREK TO GRADE 3 GRANT-ISD 94 BRIDGE Grant PREK-3rd Grade****Amount: \$1,000.00****By accepting this grant, Cloquet Public Schools-ISD #094 (hereafter “GRANTEE”) agrees to the following terms and conditions of the Northland Foundation.**

1. To use the funds only for the designated activities as described in the approved grant request dated 06/30/2021 and to notify the Northland Foundation of and obtain its consent to any significant programmatic changes or any changes to the budget of 20% or more from said grant application.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which grant funds have been expended.
3. To permit the Northland Foundation, at its request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
4. To repay to the Northland Foundation any portion of the grant which is not used for the purposes specified herein or in the grant application.
5. To not use the funds for any purpose prohibited by law, and to immediately notify the Northland Foundation of any lawsuit or any proceedings before any federal, state, or local administrative agency, which may be initiated against it.
6. To submit progress reports to the Northland Foundation, detailing activities and progress in accomplishing the objectives of the project, as well as all expenditures made in administration of the grant, as requested by the Northland Foundation staff.
7. Upon completion of the period for which funds were granted, to submit a detailed final report of the activities carried out under the grant, a final expenditures report, and an evaluation of what has been accomplished by the project.
8. That the total amount of this grant, or any payment thereof, may be discontinued, modified or withheld at any time when, in the judgment of the Northland Foundation, such action is necessary to comply with requirements of the law.
9. Your organization has been selected to participate in the Northland Foundation's Rural Aging Initiative. You **MAY NOT** make any statement or otherwise imply to other donors, investors, media or the general public that you are a direct grantee or contractor of the Margaret A. Cargill Philanthropies. Your organization may only recognize the Northland Foundation's Rural Aging Initiative in any program or publicity materials.
10. By accepting this grant, your organization agrees that it will not promote, support, or engage in terrorism of any kind, nor will it make sub-grants to any entity or individual that engages in these activities.

ACH CREDIT AUTHORIZATION FOR DIRECT DEPOSIT VIA ACH

PROJECT # 21-20376

Please complete the information below with the name and contact information of the person we should contact in case of questions and to notify when payment is made. Please print legibly.

 Payment Contact Name (Printed)

 Payment Contact Email Address

 Organization Name (Grantee)

 Payment Contact Phone Number

FISCAL AGENT INFORMATION (if applicable)

 Fiscal Agent Organization Name

 Fiscal Agent Contact Name

 Fiscal Agent Contact Phone Number

 Fiscal Agent Contact Email Address

Please complete the information below for the bank account you would like your grant payment deposited. Please print legibly.

 Name of Financial Institution

 Account Name (if applicable)

 Financial Institution - Street Address

 Financial Institution - City/State/Zip

 Routing Number

 Account Number

<input type="checkbox"/> Savings Account	<input type="checkbox"/> Checking Account
---	--

I (we) hereby authorize the Northland Foundation to electronically credit my (our) account (and, if necessary, to electronically debit my (our) account to correct erroneous credits) Prior notice will be given to grantee prior to any corrections.

I (we) understand that this authorization will remain in full force and effect until I (we) notify the Northland Foundation that we wish to revoke this authorization or for the duration of the grant. I (we) understand that the Northland Foundation requires at least a 5 business days prior notice in order to cancel this authorization.

 Authorized Signature / Title

 Date

PLEASE ATTACH VOIDED CHECK HERE

Return the completed form to:
 Northland Foundation
 202 W. Superior Street, Suite 610
 Duluth, MN 55802
 Fax: 218-723-4048
 Email: grants@northlandfdn.org

Sent via electronic mail.

July 1, 2021

ISD #94 Cloquet Public Schools
Board of Education
Ms. Ms. Candace Nelis
302 14th Street
Cloquet, MN 55720

Dear Ms. Nelis:

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Attest Service: Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book Audit) and Federal Single Audit

Financial Statements: Governmental Activities, each major fund, and the aggregate remaining fund information

Financial Reporting Framework: Accounting principles generally accepted in the United States of America

Period: As of and for the Year Ended June 30, 2021

Required Supplementary Information: Management's Discussion and Analysis, Schedule of Funding Progress - Other Post Employment Benefits, Schedule of District's and Non-employer's Proportionate Share of Net Pension Liability - MN PERA and TRA Plans, Schedule of District Contributions - MN PERA and TRA Plans

Supplementary Information:

- **Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules:** Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules - Opinion in relation to the financial statements as a whole
- **Introductory Section and Statistical Section of the Comprehensive Annual Financial Report:** N/A

Engagement Partner: Nancy Schulzetenberg

Fees: \$23,150

Non-attest Services: Preparation of the Financial Statements

We appreciate the opportunity to be of service to you and believe this letter and attached **audit engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **audit engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read, and I agree to the summary of engagement terms listed above and the terms in the attached audit engagement agreement.

Sincerely,

Nancy Schulzetenberg

Nancy Schulzetenberg, Certified Public Accountant
BerganKDV

Acknowledged by:

Title:



AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The required RSI is identified in the summary of engagement terms and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and to report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These non-attest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

We may provide other non-attest services, as identified in the summary of engagement terms. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the non-attest services identified in the summary of engagement terms and any other non-attest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related

AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-attest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

THIRD-PARTY SERVICE PROVIDERS

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or federal awards, or disruptions in providing our services. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting standards (ASU) will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

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Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

You may request that we perform additional services not contemplated by this engagement agreement or summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24-month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24-month period, then the period of limitation shall be extended by 60 days, to allow the parties to conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report is attached as follows.



Report on the Firm's System of Quality Control

October 16, 2017

To the Partners of BerganKDV, Ltd.
and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

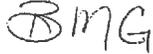
211 S. 84th Street
Lincoln, NE 68510
www.bmgcpas.com

Phone: 402.483.7781
Fax: 402.483.5198
Email: info@bmgcpas.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BerganKDV, Ltd. has received a peer review rating of *pass*.

BMG Certified Public Accountants, LLP

Handwritten signature of BMG in black ink.

Lincoln, Nebraska



Cloquet Public Schools
Independent School District No. 94

Teachers' Master Agreement
July 1, 2021 – June 30, 2023

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ARTICLE I - PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the school board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the school board, and the Education Minnesota – Cloquet (EMC), hereinafter referred to as EMC, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school board recognizes EMC as the exclusive representative of teachers employed by the school board of Independent School District No. 94, which EMC shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: EMC shall represent all teachers of the District as defined in this Agreement and in said Act. Readiness teachers are not covered by this Agreement, as the district is not requiring certified teachers in these positions.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Teacher: Shall mean all persons employed by the school board in a position for which the person must be licensed by the State Department of Education/the State Board of Teaching, including all substitute teachers employed by the school board for thirty-one (31) or more days for the same teacher, but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees and such other employees excluded by law. Full-time teacher shall be defined as a teacher who is contracted to work the full basic teacher duty day as defined in this agreement in Article XIII, Section 1. This definition shall include teachers who are assigned duties during the teaching day as the Activities director. In such a case, the activities director shall be paid according to the appropriate step and lane of this agreement. The board may decide to hire an administrator or non-certified person to perform the duties of activities director. In such a case, the teachers' Collective Bargaining Agreement (CBA) will not apply.

Section 3. License: For purposes of this Agreement, certification and licensure shall be synonymous.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV - SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: EMC 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.

Section 3. Effect of Laws, Rules and Regulations: EMC recognizes that all teachers covered by this Agreement shall perform the teaching and nonteaching services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. EMC 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 and recognizes that the School District, all employees covered by the agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws and valid rules, regulations and order of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V - TEACHER RIGHTS

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

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the school board of such unit.

Section 3. Request for Dues Check-Off: Pursuant to PELRA, EMC representation shall be allowed dues check-off. Upon receipt by the school district of a properly executed authorization card of the teacher involved, the school district will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization and/or EMC in 20 (Twenty) equal installments, beginning with the first pay period in September.

When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President, who shall immediately notify the District Office of this information.

EMC hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the union dues specified by EMC as provided herein.

Section 4. Access to Worksites: Representatives of EMC shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. EMC representatives should notify the district a day in advance of the meeting and the representatives must abide by District policies regarding visitors to school district buildings. Upon arrival at the worksite, EMC representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 5. Access the Membership Lists: By October 1 of each school year, the District shall provide, in electronic form to EMC, the names, work telephone numbers, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On request, but no more than on a quarterly basis, the District shall provide EMC with a current bargaining unit list. Such requests shall be filled within a reasonable period of time.

Section 6. Political Action Committee (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 – Cloquet.

ARTICLE VI - JOB TRANSFERS

Section 1. Definition of Vacancy: A vacancy shall exist when a bargaining unit position is open due to reasons such as resignation, termination, or the creation of a new position and there is no licensed teacher on unrequested leave or returning from leave.

Section 2. Posting and Application Procedures:

- A. During the school year, the school district shall notify teachers of all professional staff vacancies by posting written notification on the faculty bulletin board in each building and sending a copy of the posting to the President and Teacher Rights Chair of the Association. No vacancies shall be filled during the school year until the notice has been posted for at least five (5) calendar days.
- B. The school district shall notify teachers of all professional staff vacancies by emailing a copy of all job postings to all members of the unit using the current district teacher email list and posting all vacancies to the employment opportunities section of the district website. No vacancies shall be filled until the notice has been posted for at least five (5) calendar days. During the summer, the school district shall send a copy of any job posting to any teacher who has made a written request for notice of postings in that specific grade, building or licensure area and has left stamped self-addressed envelopes with the school district office for that purpose.
- C. Teachers may apply for a reassignment in response to such postings as provided in (A) and (B) above. Applications shall be made as directed in the vacancy notices. Teachers desiring a reassignment for the following school year shall submit written requests, no later than May 1, to the building principals and/or superintendent, stating the specific assignment or nature of the assignment and school or schools preferred, if any.

ARTICLE VII - BASIC SCHEDULES AND RATES OF PAY

Section 1. 2021-2022 Salary Schedule: The wages and salaries reflected in Schedule A-1, attached hereto, shall be a part of the Agreement for the 2021-2022 school year.

Section 2. 2022-2023 Salary Schedule: The wages and salaries reflected in Schedule A-2, attached hereto, shall be a part of the Agreement for the 2022-2023 school year.

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

Subd. 1. Credits: (The language contained in Subd. 1 shall be applicable to lane changes granted in 1980 and thereafter, or until modified.)

- a. Bachelor's Degree +10 (15) lane will require 10 semester credits (15 quarter credits) of which 8 semester credits (12 quarter credits) must be at the graduate level.
- b. Bachelor's Degree +20 (30) lane will require 20 semester credits (30 quarter credits) of which 16 semester credits (24 quarter credits) must be at the graduate level.
- c. Bachelor's Degree +30 (45) lane will require 30 semester credits (45 quarter credits) of which 24 semester credits (36 quarter credits) must be at the graduate level.
- d. Bachelor's Degree +40 (60/Master's Degree) lane will require 40 semester credits (60 quarter credits) of which 32 semester credits (48 quarter credits) must be at the graduate level.

- e. Master's Degree +10 (15) lane will require 10 semester credits (15 quarter credits) of which 8 semester credits (12 quarter credits) must be at the graduate level.
- f. Master's Degree +20 (30) lane will require 20 semester credits (30 quarter credits) of which 16 semester credits (24 quarter credits) must be at the graduate level.
- g. Master's Degree +30 (45) lane will require 30 semester credits (45 quarter credits) of which 24 semester credits (36 quarter credits) must be at the graduate level.

Subd. 2. Areas of Credit: All credits must be approved by the superintendent prior to taking the course based on the criterion listed below in this subdivision. If a master's Program is approved, then all courses within the master's Program must have prior approval. All credits must be in the teacher's major, minor, or a subject matter area in which the individual is teaching, or a subject area in which the individual has filed a plan of college work with the superintendent which will lead to a minor or a major and licensure by the Minnesota Department of Education. Other courses may be approved for credit at the discretion of the superintendent. Beginning July 1, 2009, the superintendent will have discretion whether to grant credit approval for rigorous online courses. There will be no credit accumulation limitations for these types of courses

Subd. 3. District Sponsored Credits: For twelve (12) hours of participation in District sponsored and approved course offerings, one (1) semester credit may be applied toward a lane change on the salary schedule. The superintendent will notify staff of these approved course offerings in the fall of each school year.

Subd. 4. Effective Dates: Individual salaries will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year and March 15 of the school year. Credits must be earned prior to September 1 or March 15 respectively, and a transcript of qualified credits must be received by the school district either by mail or hand delivered to the superintendent's office by September 15 or March 31 respectively, of the school year. The September 15 or March 31 deadlines will be waived by the superintendent when application is made prior to September 15 or March 31, respectively, and an official transcript is received by the school district either by mail or hand delivered, before January 1 or May 30, respectively. The increase will be retroactive to the first teacher duty day of that year in the case of the September 15 date and retroactive to March 15 of that year for the remainder of the teacher's contracted days of that school year in the case of the March 15 date.

Subd. 5. Out-of-District Experience: Experienced teachers employed for the first time in the Cloquet school system may be allowed a maximum experience rating on the salary schedule according to their years of experience in an accredited school system. Credit may be given for work experience closely associated with the teaching assignment as recommended by the superintendent, and if in the opinion of the board, it is justified. A half year's teaching experience may be counted as one full year.

Subd. 6. In-District Experience: Teachers employed by school board action in Independent School District No. 94 and working one hundred twenty (120) or more contract days will be credited with one (1) full year of experience for placement on the salary schedule. Teachers employed by school board action and working full-time for at least eighty (80) contract days, but less than one hundred twenty (120) contract days will be credited with one full year of experience for placement on the salary schedule for each two (2) years of contracted employment. Teachers employed by school board action and working part-time for at least sixty (60) days but less than eighty (80) days will be credited with one (1) full year of experience for placement on the salary schedule for each three (3) years of contracted employment. Notwithstanding the above, the step placement for retired teachers who are rehired shall be by mutual agreement between the teacher and the school district.

Subd. 7. Experience Credit for Military Service: Veterans employed for the first time in the Cloquet school system shall be given experience credit for military service as follows:

- 19 - 30 months - 1 year's credit; 31 months or more - 2 year's credit

Experience credit shall be based on the date of entry into the service and date of discharge substantiated by affidavits issued by the Defense Department. This provision applies to active duty only and does not pertain to service in the Reserves or National Guard unless the teacher was deployed in an active duty assignment.

Subd. 8. Credits Earned Subsequent to Degree: Credits intended to apply to lane changes beyond a particular degree (i.e., Masters + 15) must be earned subsequent to the earning of the degree.

Subd. 9. College Credit for CITS Certification: In the event that a teacher is asked to earn additional college credit, based upon needs of the school district for College in the Schools (CITS) in order for certification to teach these classes, the following shall apply:

- a. The number of credits and program providing said credits shall be agreed upon in advance by the teacher and the superintendent.
- b. The school district may make available and reserves the right to limit to a total of \$18,000 per year for reimbursing the cost of approved credits.
 - a. For FY20, FY21 and FY22, the district will work with EMC to determine the number of credits needed by staff currently teaching College in the Schools courses to maintain compliance with the program. The total dollar amount provided by the district for reimbursement will equal the number of identified credits multiplied by \$550.
- c. The teacher shall be compensated at a rate of \$500 per credit for credits successfully completed during the regular school year. For summer session courses taken outside of the teacher contract year, the teacher shall be compensated at a rate of \$600 per credit for credits successfully completed.
 - a. Successful completion shall be determined as any credit earned with a grade of C or higher. In the case of Pass or Fail graded courses, successful completion shall be an earned grade of Pass.
- d. The school district will make available a total of \$36,000 for reimbursing staff teaching College in the Schools courses for credits earned from summer of 2017 to June 30, 2019 which were taken to maintain compliance with requirements for teaching College in the Schools courses.
 - a. All credits must be approved by the superintendent before eligible for reimbursement.
 - i. Staff requesting reimbursement must submit transcripts showing satisfactory course completion according to paragraph C.a. listed above.
 - b. Courses will be reimbursed at a rate of \$500 per credit until the maximum of \$36,000 is reached.
- e. Credits earned will be eligible for lane change.
- f. In addition, teachers taking a minimum of three (3) credits of approved courses in a semester during the regular school year shall receive release from their study hall/supervisory period for that semester.
- g. The teacher agrees to teach in the program for a minimum of five (5) years in the district.
- h. If the teacher leaves the district or declines to teach the course, the teacher shall reimburse the district an amount equal to 20% of the total certification amount per year for each year remaining of the five (5) year period.
 - a. The teacher will not be penalized if failure to teach the required class(es) during the five (5) year period is caused by school district action.
 - b. Upon extreme circumstances the school district may waive the 20% repayment plan.

Section 4. In-service Education:

Subd. 1. Continuing Education Regulations: All licensed personnel, excluding those with life licensure in their area or areas of licensure, must complete the requirements as set forth in the Continuing Education Regulations (5MCAR 3.005 and/or 5MCAR 1.0786) and by the local Continuing Education Committee and/or the local Vocational Re-licensure Committee.

Furthermore, teachers who are renewing vocational licenses shall complete the re-licensure requirements as set forth by the local Vocational Re-licensure Committee. The local Vocational Re-licensure Committee requirements shall only be applicable to the renewal of vocational licenses.

Section 5. Payment of Salaries: Salaries of teachers will be paid in accordance with the following guidelines:

Subd. 1. Payment: Certified staff will be paid according to District Policy 424.14 adopted October 27, 2003.

Should a teacher discontinue teaching before the end of the school year, he/she shall be paid such portion of his/her salary as has been deferred. This is determined by subtracting what he/she has been paid from the portion of the salary that has been earned. For example: if the teacher worked 155 days the portion of the salary earned is 155/184.5 of his/her yearly salary. Effective July 1, 2006, the portion of the salary earned is 155/183.5 of his/her salary.

Should a teacher be absent from work without pay, the teacher shall be deducted at their daily rate of pay.

If a teacher is non-renewed or placed on unrequested leave of absence, he/she shall be paid in full on the next regular payday following the last day of service. All benefits will extend for the proportionate amount of time employed for the year. If the employee works the entire year then he/she shall receive benefits through August 31, if the employee works half of the school year, he/she shall receive six months of benefits.

Subd. 2. Extra Services: Payment for extra services shall be on the regular payday as defined above. Unless another schedule is mutually agreed to by the person rendering the service and the business manager, the teacher shall receive payment for services rendered since the last regular payday. No payment shall be made prior to the initiation of the service.

1. Determination Period: Prior to the start of their work year, employees may choose one of three options for receiving their pay. Once employees choose an option, that option shall remain in effect for the entire work year and it also will be the option that will be used for all their extra-services contracts. Further, that option will remain in effect for employees unless they inform the District office that they wish to change that option prior to the start of another work year (September 1st). In the event that an employee fails to notify the District office of his/her pay period option, within the deadline specified above, that employee will default to option "C" listed below. Employees who only hold extra service contracts with the district shall default to option "A".
2. Options for Choosing Pay Periods:
 - A. Extra-service employees may choose to be paid during the last month of their contracted work. This pay will be in two equal payments, payable on the regular paydays of that last month of service.
 - B. Extra-service employees may choose to be paid, in equal payments, over the months of their extra-services contract/work or over the remainder of their extra-services contract/work once their contract is fully executed and received by the payroll office.
 - C. Extra-service employees may choose to be paid, in equal payments, over the course of the entire school year (see "school year" defined below) or over the remainder of the entire school year once the extra-services contract is fully executed and received by the payroll office. This is the default option should employees not inform the District office of their choice of pay periods by the deadline of September 1.

3. School Year: For the purpose of the extra service pay only, the school year will be defined as running from September 1, through June 30. Therefore, options for extra services pay must be chosen prior to September 1. In the case of employees newly hired to perform an extra-services contract, the pay period option must be chosen prior to the first pay period following the full executed extra-services contract.

Subd. 3. Termination of Salary: Teachers who resign or are terminated for just cause at the conclusion of a regular school year shall be paid in full on or before June 30. Fringe benefits for these same employees will cease on June 30, unless they have taught a full year as specified in Article X, Section 2 and 8. Health insurance benefits for these employees will terminate on August 31. "Fringe benefits for employees who have taught a full year as specified in Article X, Section 2 and 8, will terminate on August 31."

Subd. 4. Benefits Following Termination: Any eligible teacher terminating employment with the school district may continue to receive hospitalization, medical and surgical health insurance, life insurance and dental insurance until he/she becomes re-employed by the same or another employer, or for a period of eighteen (18) months after the district stops payment of benefits, whichever is shorter, provided the full cost of said benefits shall be paid on a monthly basis by the teacher who terminated employment. (Except as noted in Article X, Section 5 and Article IX.)

Subd. 5. Retirement Salary Payment: Teachers who have given at least a two month notice prior to retirement or resignation shall have the remainder of their yearly salary paid on the next scheduled payroll date following their last teacher duty day.

Subd. 6. Failure to Give Notice: Teachers who fail to give notice pursuant to Subd. 5 above, of their retirement or resignation shall have \$250 deducted from their final paycheck as liquidated damages to partially cover the school district's recruitment cost. This shall not apply to individuals who must retire or resign for medical reasons. The District may waive this penalty at its discretion. Refer to Article IX, Section 2.

Section 6. Substitute Teachers Pay:

Subd. 1. Long-Term Substitute Teachers: Long-Term Substitute teachers employed by school board action for thirty-one (31) or more days shall be placed on the Salary Schedule as per this article of the Teachers Master Agreement beginning with the teacher's first duty day.

Subd. 2 Daily Substitute Teachers: Daily substitute teachers who are properly licensed and work thirty-one (31) days or more for the same teacher shall be paid beginning with the thirty-first duty day, under the terms of the regular Salary Schedule as per this article. The District may grant any step level on the Teacher Salary Schedule.

Subd. 3. Substitute Retro Pay: In the event that the District cannot pre-determine if a substitute is needed for more than 30 days for the same teacher, and the substitute works for 31 or more days, the substitute shall be placed on the salary schedule with all benefits guaranteed in this master agreement on the 31st day and shall receive retro-active pay for the initial 30 days.

Section 7. Part-Time Teachers Pay: Teachers employed by school board action for less than the basic teacher duty day shall be paid on a pro-rata basis for regular instructional days as per the school calendar. They will work and be paid on a full-time basis for all other teacher contract days as designated on the school calendar; i.e., District in-service and workshop days, conference/registration days, pre-approved in-service days. In the Cloquet Area Alternative Education Program (CAAEP), use of conference days will be determined by the building administrator. Teachers employed less than two (2) instructional periods per day in the CAAEP will receive one (1) workshop/in-service day.

Section 8. Part-Time Teachers Substitute Pay: Part-time teachers regularly employed under contract with Independent School District No. 94 shall be paid a rate equal to \$25.00 per day (\$12.50 per half-day) more than the daily rate for

substitute teachers who are not employed under contract with the District. This pay rate shall be effective for substitute work done after October 15, 2009.

Section 9. Teachers Longevity Pay: Teachers shall receive additional pay during their years of service as specified in the chart below. Years of service will be defined as according to Section 3, subdivision 6 of this article.

<u>Year of Service</u>	<u>Longevity Pay</u>
16 - 20	\$ 500
21 - 25	\$ 750
26 - 30	\$1,000
31 - +	\$1,250

For instance, a teacher starting their 16th year of service will be on step one of this schedule.

ARTICLE VIII - I EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C and Schedule D, attached hereto, shall be a part of this Agreement and shall apply to all services, which are part of the 2019-2021 school years and continue until modified.

ARTICLE VIII – II STUDENT CONTACT GROUP ACTIVITIES REVIEW SCHEDULE C

Section 1. Selection of Committee Members:

- EMC Representative - Chairperson
- Activities Director
- Administrator
- School Board Member
- Athletic-Activities Coach*
- Non-Athletic Activities Coach*

*Selected by EMC considering input from involved staff.

Section 2. Committee Meetings and Responsibilities: The Student Contact Group Activities Review Committee shall meet beginning in November of each even-numbered year beginning in 1990 for the purpose of reviewing and hearing adjustment to the Student Contact Group Activities Schedule C. Only those student group activities listed under Schedule C are eligible for review. Positions not listed in Schedule C will be listed in Schedule D. Due to the pandemic in the 2020-2021 school year, the committee will meet in November 2021.

The Committee will meet as needed to address additions or deletions to Schedule C.

Section 3. Changes and Adjustments to Schedule C:

Subd. 1. Addition and Removal of Schedule C Positions:

Positions may be added to or removed from Schedule C by using the following procedure:

1. Present to and receive approval of the building principal.
2. Present to and receive approval of the superintendent.
3. Present to and receive preliminary approval of the School Board.
4. Present to Schedule C Committee for the purpose of establishing salary.
5. Receive final approval of the School Board.

Subd. 2. Expansion and Reduction of Schedule C Positions:

Positions may only be expanded beyond or reduced from Schedule C by using the procedure in Subd. 1 of Section 3 of this Article. A Schedule C position shall be considered for expansion or reduction if one of the following criteria is met:

1. The points increase or decrease by 20% or more in a year.
2. An advisor/coach requests that a position be expanded or reduced.
3. The School Board expands or reduces a position.
4. The State High School League or similar governing agency expands or reduces a position.

Subd. 3. Costs: The cost increase incurred by the addition or expansion of a Schedule C position shall be the responsibility of the school district. The cost reduction from the removal or reduction of a Schedule C position shall revert to the school district.

Section 4. Review Procedure:

Subd. 1. Review Form: The "Schedule C Review Form" must be completed and returned to the Schedule C Committee chairperson by November 1 of each even-numbered year. Forms will be available in each building.

Subd. 2. Hearing: The Committee shall meet to hear all reviews. Advisors/coaches directly related to the review have the right to be present at the hearing and to present their review to the Committee.

Subd. 3. Decision: The Committee shall decide all reviews by April 1 of each odd-numbered year and provide a written statement of the reasons for accepting or rejecting, all or in part, the review for adjustment.

Section 5. Criteria and Points: In determining salaries for new Schedule C positions and for the purpose of reviews, the following criteria and point values shall be used:

1. Length of Season: (1 week = .5, 20 hours = .5, 20-25 hours = 1 week)
2. Number of Appearances: 0 - 5 = .5 etc., with each additional
 6 - 10 = 1.0 5 appearances worth .5 to
 11 - 15 = 1.5 a maximum of 4 points
3. Number of participants per coach: 1 - 10 = .5
 11 - 20 = 1.0 etc., to a maximum
 21 - 30 = 1.5 of 3 points
4. Vertical Control System (number of grades): 1 - 3 = .5
 4 = 1.0
 5 - 6 = 1.5
5. Equipment Responsibilities: (from 0, .5, 1.0, to 1.5 maximum)
6. Public Relations: (from .5, 1.0, to 1.5 maximum)
7. Working Conditions: (from 0, .5, to 1.0 maximum)
8. Planning Time/Scouting: (from .5, 1.0, 1.5, to 2.0 maximum)
9. Community Pressure: (from 0, .5, 1.0, 1.5, to 2.0 maximum)
10. Number of Assistants: (1 - 2 = .5, 3 - 5 = 1.0, 6+ = 1.5)

ARTICLE IX - RETIREMENT INSURANCE BENEFITS and 403(b)

Section 1. Eligibility for Board Contributions to a 403(b):

All teachers who have not been grandfathered into the Early Retirement or Severance Pay Plans shall be eligible for the 403(b) plan.

Subd. 1. 403(b) Employer Matching Plan: The District shall implement an Employer Matched 403(b) Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute (M.S.) 356.24 as amended. Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b). Part-time teachers working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired teachers who have been rehired by the school district are not eligible for employer contributions.

Subpart 1. Cap: There shall be a lifetime per teacher cap of \$45,000 on District contributions.

Subpart 2. Match: Effective July 1, 2015 the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
1-3	No match*
4-6	\$750
7-10	\$1,250
11-15	\$1,750
16-20	\$2,000
21+	\$2,250

District matching amount shall match teacher's contributions on a dollar for dollar basis up to the applicable maximum amount allowed under this Agreement.

* Teachers achieving tenure within the district during the initial three years of employment will receive a \$250 maximum match each year after tenure is achieved until reaching year 4.

Subd. 2. Plan Year: The plan year shall be from September 1 through August 31.

Subd. 3. Participation: An eligible teacher must make application for participation by September 1 of each school year. Once an eligible teacher elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the teacher by the September 1 deadline. This provision relates to an eligible teacher's willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made, the teacher must participate in the program at the same rate for that school year unless the teacher is granted an unpaid leave or a sabbatical leave, in which case he/she may not participate in the matching program until the teacher returns to half-time (.50) or more service.

Subd. 4. Reduction in Assignment: In the event a participating teacher's assignment is reduced from full-time to part-time during the school year, the teacher must continue participation at the same rate for the remainder of the school year.

Subd. 5. Part-Time Teachers: Part-time teachers, defined as teachers working half-time (.50) or more, but less than full-time, shall be allowed to participate on a pro-rata basis in the 403(b) Employer Matching Plan. Part-time

teachers must meet the eligibility requirements for participation in the plan. The lifetime cap and the yearly matching amounts paid by the District shall be reduced on a pro-rata basis equivalent to the percentage of employment of that part-time teacher.

Subd. 6. Teacher Auto Enrolled: All teachers hired after January 1, 2020 will be automatically enrolled in a voluntary 403(b) plan. Teachers hired as long-term substitutes will not be automatically enrolled. Twenty (\$20.00) dollars will be deducted per pay period and contributed into a 403(b) account that requires no annual, withdrawal or transfer fee, managed by a vendor to be selected by EMC from the district approved vendor list. The vendor will be the responsible Fiduciary of the default investments. A teacher can opt out of the plan within 30 days of his/her official start date and withdrawals will be returned to the school district and added back into the teacher's paycheck. Following the opt out period, any changes made by the teacher will not go into effect until the following 403(b) plan year. Teachers may transfer the account to any of the qualified investment companies listed in the Employer 403(b) Plan Document Adoption Agreement.

Section 2. Eligibility for Retirement Insurance Benefits:

Subd. 1. Full-time Teachers: Full-time teachers, whose first day of duty was before July 1, 2010, (i.e. teachers whose hours of service constitute the basic teacher's duty day as defined in this Agreement who have worked for a minimum of ninety-five (95) consecutive days), and who have completed at least ten (10) years of continuous service with the District prior to retirement (or after serving ten (10) consecutive years as a full-time teacher, has assumed a part-time teaching position) and who are at least fifty-five (55) years of age, shall be eligible for retirement benefits. An eligible teacher wishing to receive retirement insurance benefits must submit a written resignation for retirement purpose to the School Board at least two months prior to his/her retirement date. At the sole discretion of the District, the District may waive this timeline for the notice of resignation for retirement. Part-time teachers: who have worked a minimum of ninety-five (95) consecutive days, have completed at least ten (10) years of continuous service with the District prior to retirement, who are at least fifty-five (55) years of age, and who work .8 FTE or greater shall be eligible for retirement benefits on a pro-rated basis. Refer to Article VII, Section 5, Subdivision 6.

Subd. 2. Retirement Benefits: Benefits provided in Article X, Section 2 of this Agreement, except long-term disability benefits, shall be provided to eligible teachers who retire from employment with the school district.

Subpart 1. Health Insurance Cost: For retired teachers from the age of fifty-five (55), and whose first day of duty was before July 1, 2010, until qualifying for Medicare, the school district will provide health insurance benefits at the same District premium and Health Retirement Account (HRA) or Health Savings Account (HSA) contributions as per this contract stated in Article X, Section 2, Benefits A. Future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until the teacher qualifies for Medicare. The application of the premium to be paid by the school district shall be for the teacher's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.

Subpart 2. Coordination of Coverage: Any teacher who retires after January 1, 2008, or their spouse, will be required to select a Medicare supplemental medical insurance plan that has been offered by the district (i.e., Health Partners Freedom Plan) when they reach Medicare age as defined in accordance with M.S. 471.611, Subd. 2 (2010), as amended if they wish to continue to participate in any of the school district's group health plans. This will include any supplemental plan offered through the District carrier, such as the Freedom Plan, or outside the District.

Subpart 3. Benefit: Employees who are eligible to receive retirement health insurance benefits shall receive those benefits according to the following guidelines: Eligible retirees shall receive their specified

benefits until they qualify for Medicare. Eligible retirees shall receive, upon retirement, a dollar amount paid toward their medical insurance plan that is equivalent to the dollar amount of benefit contribution they received during their last year of employment. This dollar amount of benefit includes district contributions to their insurance premium and district contributions to their HRAs or HSAs. This does not include amounts paid to the Post-Retirement Health Care Savings Plan (PRHCSP) administered by the Minnesota State Retirement System (MSRS). Any increases or decreases in premium after retirement shall be split equally between the district and the employee. Employees who retire prior to September 1, 2011 do not have an HRA or HSA benefit paid by the district.

Subpart 4. Changing Plans: Employees wanting to make changes to plans after retirement may do so under the limitations listed below:

These limitations may be overruled and invalid based on changes to law and based on the restrictions currently in force by the health insurance provider for the school district. In general, changes can only occur during the open enrollment period or because of a life event as defined in Minnesota State Statutes.

1. If retired employees change insurance coverage from individual to family, they shall pay one hundred percent (100%) of the dependent premium.
2. Retirees may choose to change from family to single coverage within the same plan option at any time.
3. If a retiree does make a change to their coverage, the application of the premium to be paid by the school district shall be for the employee's coverage that was in effect at the time of retirement. For example, a retiree on the family High Deductible Health Plan (HDHP) 1350/2700 plan could choose the single 3375/6750 HDHP plan. If that becomes the case, the benefit paid by the district shall be calculated to be as if the retiree had retired on the single 3375 High Deductible Health Plan (HDHP) plan. Future increases or decreases in premium shall be shared equally by the retiree and the district.
4. This section applies only to retirees who retired prior to September 1, 2011; they will have a one-time option to change their plan to a higher deductible plan. That choice has to be made effective September 1, 2011. Thereafter, retirees can only change coverage from family to single within that plan or move to a supplement such as the Freedom plan when they are Medicare eligible. If that choice is made to go to a higher deductible, the employee shall take their current amount of paid benefit for which they would have qualified for under the Choice 500 plan had they chosen to stay with that plan or their amount of benefit qualified for at retirement, whichever is greater. Thereafter, increases/decreases in premium costs shall be born equally between the retiree and the district.
5. Retirees who retired after the 2011 – 2012 school year will have a one-time option to change plans. An example of changing a plan would be to go from the HDHP 1350/2700 to the HDHP 3375/6750. If an employee changes plans, the amount of benefit paid by the district, including HRA/HSA contributions, will be the same as if the retiree had retired with that plan change and had realized all of that plan's corresponding benefits adjustments and changes in employee's financial responsibility since retirement. For retired teachers from the age of fifty-five (55), until qualifying for Medicare, the school district will provide health insurance benefits at the same District premium and HRA or HSA contributions as per this contract stated in Article X, Section 2, Benefits A. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until the teacher qualifies for Medicare. The application of the premium to be paid by the school district

shall be for the teacher's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.

6. Beginning with the 2012-2013 school year, during the health insurance open enrollment period just prior to their retirement, retirees may choose to go to a lower cost plan than their current coverage if that plan was part of the District's insurance offerings during their last year of employment. Future increases in premiums will be split 50/50 from the level of benefit that was in effect for their new plan during their last year of employment. Some examples follow. An employee on the Choice 500/1000 family plan or single plan could elect to take a single HDHP 1350/2700 single plan. If that person was on the Choice 500 single plan, he/she could not enroll in the family 1350/2700 HDHP plan without paying the full cost of the dependent premium. If the retired teacher changes insurance coverage from individual to family, the teacher shall pay one hundred percent (100%) of the dependent premium.

Miscellaneous Questions and Answers:

Q: Can I change my health plan during open enrollment of my last year of employment?

A: Yes, only if the cost to the District is less than the previous plan.

Q: After I retire, how many times may I change plans?

A: You have a one-time option to change to a lower cost plan. This must occur during an open enrollment period or because of a life event. If you change plans during the open enrollment period of your last year, this does not count as a change.

Q: Does changing my status from family to single count towards my one-time option after retirement?

A: Not if you stay with the same plan.

Q: May I change from single to family after retirement?

A: Yes, but you will have to pay the total cost of the difference.

Q: After my retirement, may I change to a new plan which was not in existence at the time I retired?

A: No.

Q: After my retirement, may I ever change to a plan that is more expensive?

A: No, unless that plan is terminated by the Health Insurance company and is no longer offered. Then the next closest cost option would be available.

Q: After my retirement, if I change my status from family to single and change my plan from Choice 500 to HDHP 1350 does that count as my one-time option?

A: Yes.

Subd. 3. Dental and Life Insurance Cost: Dental insurance premiums and life insurance premiums shall be one hundred percent (100%) paid by the retired teacher.

Subd. 4. Effect of Termination: Retirement insurance benefits shall be paid by the District but shall not be granted to any teacher who is discharged by the District pursuant to M.S. Sec. 122A.40, et. seq. (or successor statutes).

Section 3. Eligibility for Post-Retirement Health Care Savings Plan:

Subd. 1. Full-Time and Part-Time Teachers (i.e. teachers whose service is a minimum of ninety-five (95) consecutive days): Teachers whose first day of service was on or after July 1, 2010, shall be eligible for an annual District contribution to the teacher’s account in the PRHCSP managed by the MSRS. Teachers whose first duty day was on or after July 1, 2005, and before July 1, 2010 may opt out of the retirement insurance benefits specified in Article IX, Section 2, Subd. 2. Teachers not covered by retirement insurance benefits shall receive contributions to the PRHCSP according to the schedule listed in Article IX, Sec. 3, Subd. 5.

Teachers opting out of the retirement insurance benefits prior to March 31, 2010, shall receive the full year of PRHCSP benefits for which they are qualified to receive. After March 31, 2010, teachers opting out of the retirement insurance benefits shall have their contributions to the PRHCSP made monthly at a rate of 1/12 of the annual amount for which they are eligible to receive. At any time after January 31, 2011, teachers may change from the post-retirement health insurance benefit to opt for the PRHCSP contribution. This change may only be made one time. Payments to the PRHCSP will not be retroactive beyond the year during which the change is made. Teachers may not opt to change benefits from the PRHCSP to the post-retirement health insurance benefit.

Subd. 2. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which teachers qualify to receive.

Subd. 3. Part-time Teachers: Section three benefits will be prorated for part-time teachers according to their FTE.

Subd. 4. Cap: There shall be a lifetime per teacher cap of \$40,000 on District contributions.

Subd. 5. Amount of the District’s Contribution: Effective beginning with the 2010-11 school year, the District will make an annual contribution to a teacher’s account in the PRHCSP managed by the MSRS in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution.

4 – 6 years	7 - 10 years	11 - 15 years	16 - 20 years	21+ years
\$500	\$1,000	\$1,500	\$2,000	\$3,000

Example of interpreting the above chart: Beginning their fourth year with the school district, teachers will be eligible for a \$500 benefit, prorated according to FTE.

Subd. 6. Death of Employee. Upon an employee’s death, contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Subd. 7. Provisions. Should any one or more provisions of Article IX be ruled invalid, the remaining provisions of each section would be severable and remain in full force and effect.

Section 4. Provisions: Should any one or more provisions of Article IX be ruled invalid the remaining provisions of each section would be severable and remain in full force and effect.

ARTICLE X - BENEFITS

Section 1. 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 2. Benefits: The school district shall make available to all teachers whose hours of service constitute the basic teacher's duty day as defined in this Agreement for a minimum of one-half (½) of the teacher duty days in any contract year rounded down to the nearest whole number or any teacher who is under contract as a long-term substitute for a period of 90 days or more, benefit plans as listed below. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.

A. Hospitalization, Medical, and Surgical Coverage:

Subd. 1. Employee/School District Premium Share: Effective September 1, 2015, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. The 2019-2020 insurance rates are attached on page 38.

Subd. 2. Premium Increase/Decrease: Adjustments for Plan Cost Changes: In the event the single or dependent premium increases/decreases (from the September 1, 2011 premiums) the District and the employee will share in the insurance plan increases/decreases as follows:

- a. Dependent Coverage: The district and employee will share the increases or decreases in premiums equally.
- b. Single Coverage: For any amount of premium over \$8,000, increases or decreases in the premium shall be 80% district responsibility and 20% employee responsibility.
- c. Employees may opt for different plan coverage during the open enrollment period each year.

Subd. 3. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this Article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subd. 4. Singles: Effective September 1, 2005, if an employee chooses a single health plan, the District will contribute \$75.00 per month into a Post-Retirement Health Care Savings Plan (PRHCSP) managed by the Minnesota State Retirement System (MSRS).

Effective September 1, 2011, employees eligible to receive group insurance benefits but who choose not to do so shall receive \$75.00 per month into a PRHCSP managed by the MSRS.

Upon an employee's death, contributions owed but not yet paid to the PRHCSP will be paid to the beneficiary.

Subd. 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is not an employee of another employer receiving insurance benefits from said employer as follows:

- a. Cash instead of health insurance, or

- b. Some type of credit toward the purchase of some other employee benefit instead of health insurance, or
- c. Cash in addition to selecting health insurance with a deductible of \$750.00 or more instead of a plan with a smaller deductible.

Subd. 6. Eligible Spouse: If a married couple works for the district and are both eligible for district health insurance coverage, the options shall be as follows:

- a. Two single plans, or
- b. One family plan. If enrolled in a family plan, the family premium paid by the employee shall be \$1950 less than the amount paid by other family policy holders if the family is enrolled in an HDHP. The employee carrying the insurance will receive a \$750 contribution to their HSA.
- c. In the case of married employees in which one has a fully paid district provided health care plan, the spouse will receive \$600 in PRHCSP. Enrollment in a single plan and a family plan will not be allowed. These benefits shall be prorated according to FTE.
- d. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$600 MN PRHCSP contribution.

B. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subd. 1. Introduction. Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible teachers, herein referred to as "Employees." Procedures and rules for High Deductible Health Plans (HDHP) are part of the district's policies and procedures.

Eligible Employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in the Attachment – 2019-2020 Health Insurance Costs on page 38.

C. Life Insurance: Life insurance shall be provided at school district expense in an amount of \$50,000 to each teacher.

D. Long-term Disability Insurance: Long-term disability benefits will be provided at teacher expense up to 66 2/3% of the teacher's basic contracted salary to maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

Subd. 1. Eligibility: All eligible teachers shall be required to participate in the group at their own expense.

Subd. 2. Cost: The salary of each teacher shall be increased by the cost of his/her long-term disability premium.

E. Dental Insurance: Effective October 1, 2005, dental benefits will be paid by the school district at a premium rate of \$26.80 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$46.78 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay for the additional costs of premiums for the term of this contract only. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 3. Part-Time Teacher Benefits: Hospitalization, medical and surgical coverage, life insurance and dental insurance benefits shall also be made available to teachers working half-time or more. For teachers working half-time or more, but

less than full-time, the school district shall contribute a pro-rata portion of the school district's costs of these benefits for full-time teachers.

The school district will contribute its share of the benefit cost only when an eligible teacher elects to participate in a given benefit and agrees to pay their portion of that benefit cost through payroll deduction. Long-term disability benefits shall be made available to teachers working half-time or more at teacher expense.

Section 4. Benefits During Leave: Unless otherwise prohibited in this Agreement, the school district shall make available to all full-time teachers who are on approved leave of absence, benefit plans provided in Article X, Section 2, of this Agreement, provided that the full cost of said benefit plans shall be paid by the teacher on leave of absence, except that all benefits specified under the Family Medical Leave Act (FMLA) shall be available to teachers whose leave is granted under FMLA.

Long-term disability benefits are available at the teacher's expense up to one (1) year from the effective date of the leave. Extension of long-term disability benefits after one (1) year is not available if additional leave time is granted.

Section 5. Dependents of Deceased Teacher: Dependents of a deceased teacher, who at the time of death is eligible for benefits, provided in Article X, Section 2, of this Agreement, shall continue to be eligible for dependent hospitalization, medical and surgical benefits until the date coverage for your dependents would otherwise terminate under the insurance company's contract. The contribution benefit, to be provided at school district expense up to one (1) year, shall be that amount, which is applicable under Article X, Section 2, A.

Section 6. Benefits Following Termination: Any eligible teacher terminating employment with the school district may continue to receive hospitalization, medical and surgical health insurance, life insurance, and dental insurance, until he/she becomes re-employed by the same or another employer, or for a period of eighteen (18) months after the District stops payment of benefits, whichever is shorter, provided the full cost of said benefits shall be paid on a monthly basis by the teacher who terminated employment. (Except as noted in Article X, Section 5 and Article IX.)

Section 7. Benefits for Teachers on Long-Term Disability: The school district shall make available to eligible teachers who qualify for long-term disability benefits, insurance benefit plans provided in Article X, Section 2, of the Agreement, provided that the full cost of said benefits shall be paid by the teacher on long-term disability.

Section 8. Duration of Annual Health Insurance Benefit: Employees shall be entitled to a full year of health insurance benefits if they work the full contracted school year for teachers, as specified in Article XIV, Section 1.

ARTICLE XI - SICK LEAVE

Section 1. Sick Leave: On the first duty day of each school year, teachers shall be credited with their current allotment of sick leave days according to the following schedule:

- a. For the first three years of employment, teachers shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any teacher hired between July 1 and June 30 of a given school year.
- b. Starting year four, teachers shall be credited with 13 days of sick leave.
- c. Teachers shall accumulate sick leave according to the following schedule:
 1. On the first teacher duty day of each school year, teachers shall be credited with their current allotment of sick leave.

2. As of July 1, 2013, sick leave accumulation will be unlimited. Teachers initially employed after September 1, shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed 15 days. Example: A teacher initially employed on October 1 will immediately be credited with twelve (12) days of sick leave which is equivalent of 1-1/2 days times an eight (8) month contract.
 3. For teachers working less than full-time, sick leave shall be pro-rated, i.e., a teacher who qualifies for 15 days of sick leave but only is working three-eighths time will receive fifteen (15) three-eighths days while that teacher, if working (3) full days per week, would receive nine (9) (.6 x 15) days according to FTE.
- d. This benefit does not apply to long-term substitutes working less than one-half year.

Subd. 1. Sick Leave Bank: At the beginning of the 1975-76 school year and for the next one (1) year thereafter, each teacher shall contribute one (1) day of sick leave allowance to a common sick leave bank to be administered by the superintendent and Education Minnesota – Cloquet representative. The total at the end of this two-year period shall constitute the maximum for the bank. No further deductions shall be made until the balance in the bank is reduced to less than the total number of teachers employed for that school year. In the event that this action becomes necessary, one (1) day will be deducted from each teacher's sick leave during any month the balance in the bank is reduced to less than the total number of teachers employed for that school year. Although the total may not equal the beginning maximum, no further deductions shall be made until the total is again reduced to less than the number of teachers employed for that school year. New teachers will be assessed one (1) sick day to be deposited into the sick leave bank on their first day of employment from their yearly allotment.

Purpose: The purpose of the Sick Leave Bank is to provide additional sick leave to those teachers who have exhausted their sick leave and have a catastrophic/long term illness, or accident necessitating an extended absence. Teachers may draw sick leave days from the sick leave bank up to sixty (60) school days per school year, or until they are eligible for long-term disability benefits, whichever is less. The limits identified in the previous sentence are per catastrophic, long term illness, or accident. In any year in which a teacher has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank, shall be one (1) day and a physician's certificate shall be completed in accordance with procedures outlined in Article XII, Section 5, Subd. 3., of this Agreement. Participation in the sick leave bank is limited to teachers working one-half time or more who have long-term disability insurance coverage for the pro-rata portion of the day for which they are employed. New teachers shall have a ninety (90) school day waiting period before being eligible to use the sick leave bank.

Teachers who use the sick leave bank shall pay those days back to the sick leave bank at a rate of 1/3 of their yearly allotment of sick days. This payback shall occur at the beginning of the school year. For instance, if the yearly allotment is 15 sick leave days, a teacher would pay five (5) days back to the sick leave bank per year until payback is achieved.

Application Process: Applications shall be in writing to the Superintendent. Verification by the attending physician will be provided in writing with the application. The sick leave bank committee comprised of the Superintendent and at least two (2) EMC members will review the application. If an application is denied, the applicant may ask for a review of its initial determination. At the time of application to the sick leave bank a teacher must apply for long term disability (LTD), in accordance with LTD carrier guidelines unless waived by the sick leave bank committee. The total number of days that may be withdrawn from the sick leave bank at any one time shall be up to sixty (60) days per school year, or until they are eligible for long-term disability benefits, whichever is less, per event. The limits identified in the previous sentence are per catastrophic, long term illness, or accident. The teacher shall not be eligible for the sick leave bank if he/she refuses to apply for LTD within thirty (30) days of receiving the forms from the District.

Qualifications: To qualify as a catastrophic/long term illness, or accident for the purposes of this sick leave bank provision, the teacher must have exhausted their personal sick leave accrual, any available paid leave, had six (6) continuous absences without pay, and had:

- a. An accident with major injury causing absence by the teacher over an extended period of time and is substantiated in writing, or
- b. A serious illness/accident causing absence by the teacher over an extended period of time and is substantiated in writing not including normal pregnancy or childbirth recovery, or
- c. A serious and recurring illness causing periodic absence over an extended period of time and substantiated in writing.

Exemptions:

- a. Except for FMLA or medical leave, teachers on leave are not eligible to access the Sick Leave Bank.
- b. A teacher who is collecting benefits from long term disability or workers compensation will not be eligible to access the Sick Leave Bank.
- c. Teachers who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
- d. New teachers who have been employed less than ninety (90) school days.

Subd. 2. Sick Leave Incentive: See MOU on page 37.

Subd. 3. Defined: Sick leave with pay shall be allowed whenever a teacher's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever a teacher's absence is due to the serious illness and/or the temporary disability of the teacher's spouse, adult children, or parent.

Note: 181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, stepsibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary.

Subd. 4. Notification: If misuse of sick leave is suspected, the building principal and EMC will meet with the teacher, and at the teacher's option, another representative. After this meeting, the principal may ask the teacher for a medical certificate from a qualified physician at such time as the teacher requests future sick leave for up to one (1) year from the date of this meeting. Failure to comply with this request will result in the leave not being granted.

Subd. 5. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption: Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- a. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.

- b. During a pregnancy, a doctor’s written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- c. If a teacher requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
- d. Paid sick leave is dependent upon the number of sick days a teacher has accumulated.
- e. Sick leave for adoption shall be granted for up to five (5) days.

ARTICLE XII - LEAVES OF ABSENCE

Section 1. Bereavement Leave; Family:

Subd. 1. Qualification of Days: Bereavement leave will be granted in a case of death in the immediate family, which is defined as teacher’s spouse, teacher’s parents, step-parents, children, step-children, grandchildren, sister, brother, stepsibling, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse, causing the teacher to lose working time. This benefit does not apply to long-term substitutes working less than one-half a year. Time allowed for bereavement is not to exceed the following:

- a. Three (3) scheduled working days if the distance traveled is 400 miles or less one way;
- b. Four (4) scheduled working days if the distance traveled is more than 400, but less than 800 miles one way; and
- c. Five (5) scheduled working days if the distance traveled is more than 800 miles one way.
- d. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child.

Subd. 2. Additional Leave Days for Bereavement: After the bereavement leave is used as described in subdivision 1, additional days for bereavement may be granted in the order as follows:

- a. Any available emergency leave left, as outlined in Section 2, may be used as extended bereavement leave.
- b. Any available personal days as outlined in Section 3, may be used as extended bereavement leave.
- c. For a second qualifying event in the same school year involving an immediate family member, a teacher may, with administrative approval, be allowed to use up to three (3) sick leave days as extended bereavement leave.
- d. Two (2) additional days of bereavement leave may be taken with a deduction per day equal to the daily salary paid to substitute teachers (benefits not included).

Section 2. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the building principal for emergencies only as defined below. (Note: This section does not apply to long-term substitutes working less than one-half year):

1. Extended Bereavement leave as defined under Section 1.
2. Additional bereavement leave not defined under Section 1.
3. To attend a funeral of a close friend or non-immediate family – principal permission required.

4. Attendance to legal matters, including legal authorities occurring during regular working hours.
5. Serious illness in immediate family requiring a doctor visit or hospitalization (immediate family as defined in Section 1).
6. Natural disasters at an employee's place of residence which may cause potential structural damage or damage to the contents of the residence.

Section 3. Personal Leave: Each teacher has one (1) working day per year with pay for personal reasons. After three (3) years of continuous service with the school district, teachers will be allowed two (2) working days per year, with pay, for personal reasons. Teachers may carryover one personal leave day per year or be reimbursed. Unused personal days shall be reimbursed at the rate of \$120 per day. If available, one personal day will automatically be carried over unless notification is given to the Business Office by the last contract day of the school year. Any remaining day(s) will be automatically paid to the teacher.

Subd. 1. Criteria: It is understood that Personal Leave may not be approved when the number of bargaining unit members using Personal Leave exceeds 10% per day of the building bargaining unit population. For the purpose of determining the number of staff using Personal Leave in any day, a .5 F.T.E. or less is equal to the lower whole number, and an F.T.E. over .5 is equal to the higher whole number.

1. The bargaining unit population per building for the school year shall be determined as of the first teacher duty day.
2. Personal Leave days may be taken in one-half (1/2) day increments based on substitutes availability.
3. Personal Leave days shall apply before deduct of paydays.
4. This section is applicable to those teachers working three-eighths (3/8) time or more per contract day for a minimum of one-half (½) of the teacher duty days in any contract year rounded down to the nearest whole number.

Subd. 2. Additional Rules and Exceptions: Normally, the following rules apply to personal leave days, unless the superintendent gives a waiver for a teacher in a particular situation:

1. Only one (1) Personal Leave day may be taken after April 30th of each school year.
2. Personal Leave days shall not be granted on workshop/in-service days or conference days, unless they are being used to extend Bereavement Leave as described in Section 1 or Emergency Leave as described in Section 2.
3. Staff must give prior notification to the building principal three (3) days in advance except in the event of emergencies.

Subd. 3. Teacher Comp. Days: The above stated procedures for use of personal leave days shall be applied to teacher compensation days earned for such things as committee work. The 10% per day stipulation in Subdivision 1 shall include combined numbers of teachers on personal leave and those using comp days.

Section 4. Requested Leave of Absence: Upon request to the school board, an employee may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of one (1) school year or less will be counted as a full school year leave.

Subd. 1. Eligibility: A leave of absence, when granted, may be for personal health; illness or death in the family requiring one's assistance; for study for advanced degree or new licensure; travel with an educational purpose; care of dependent children (care of infant only); teacher who accepts a part-time teaching position with the Cloquet School District; superintendent-approved public or private sector work experience program; or in lieu of other teachers being placed upon unrequested leave of absence. This shall not limit the right of a teacher to take leaves of absence pursuant to state and federal laws, i.e. FMLA, M.S. 122A.46, etc.

Subd. 2. Compensation: Such leave of absence shall be without any compensation or expense allowance from school district funds and no experience shall be granted on the salary schedule except as defined in Article VII, Section 3, Subd. 6.

Subd. 3. Benefits: A teacher on leave of absence is eligible to participate in benefits provided in Article X, Section 2, of this Agreement, but shall pay the entire premium, unless contrary to state or federal statute, for such programs as the teacher wishes to retain, commencing with the beginning of the leave of absence (see Article X, Section 4). The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section (see Article X, Section 4) unless granted by state or federal statute.

Subd. 4. Exclusions: Teachers on leave of absence are not eligible for sick leave or temporary total disability leave unless granted by state or federal statute.

Subd. 5. Notification of Return: A teacher on a one (1) or two (2) year requested leave of absence must notify the superintendent of schools in writing, on or before March 1 of the ending year of their leave of absence, of their intention to return from leave or if they are requesting an extension of time, from March 1 to March 31. Failure to comply with the deadlines shall constitute a waiver of the right of the teacher for continued employment in Independent School District No. 94. If the teacher is on a leave of absence pursuant to state or federal statute, the notice of return shall be governed by that statute.

Section 5. Temporary Total Disability Leave: The purpose of this policy is to provide an orderly procedure for a teacher who is absent from work due to temporary total disability to be temporarily released from teaching responsibilities. The interests of pupils, continuity of program, and the teacher should be considered in the implementation of this policy.

Subd. 1. Defined: A temporary total disability is defined as the inability of an employee to perform the regular teaching duties because of illness, injury, or pregnancy.

Subd. 2. Notification: When absence from work due to temporary total disability can be predetermined, e.g., pregnancy, a written request for temporary total disability leave of absence shall be forwarded to the superintendent at least forty-five (45) days before the requested date of the leave. The forty-five (45) day requirement will be waived when the request for leave is accompanied by a physician's recommendation.

Subd. 3. Certification: A teacher absent from work for ten (10) consecutive days due to temporary total disability must forward to the superintendent a written statement from a physician certifying inability to resume normal teaching duties; thereafter, such written certification must be forwarded to the superintendent at the end of each fifteen (15) day period that the teacher is absent from work. The fifteen (15) day requirement will be waived when accompanied by a physician's statement certifying the cause and duration of temporary total disability.

Subd. 4. Re-Employment: The teacher will be re-employed when the teacher submits written notice from a physician that the teacher is capable of resuming normal teaching duties. Maximum length of temporary total disability leave will be 12 months but can be extended with mutual agreement between the teacher and the District.

Subd. 5. Re-Instatement: A teacher returning from temporary total disability leave shall be offered a teaching position for which the teacher is properly licensed. The school district will have discharged its responsibility under this Agreement after offering re-employment for the first vacancy that occurs for which the teacher is properly licensed and if the teacher fails to advise the school board within thirty (30) days of the date of notification that a position is available.

Subd. 6. Benefits: Teachers on temporary total disability leave are entitled to all benefits provided in Article X, Section 2 of this Agreement and may apply for sick leave as provided in Article XI, Section 1, of this Agreement.

Section 6. Unrequested Leave of Absence: The school board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave shall be effective at the close of the school year.

Subd. 1. Placement on Leave: In placing teachers on unrequested leave, the school board shall be governed by the following provisions:

- a. In any year in which a reduction of teaching staff is occurring and the school district is placing teachers on unrequested leave of absence, only those certificates or licenses actually received by the superintendent's office for filing as of March 1st of such year shall be considered for purposes of determining lay off within areas of certification for the following school year. A license filed after March 1st shall be considered for purposes of recall but not for the current reduction.
- b. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1 – licensed, Tier2 – licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in fields in which they are licensed in inverse order in which they were employed by the school district.
- c. Notwithstanding clauses a and b, if either the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority would place the District in violation of the law. The District may retain the probationary teacher or the teacher with less seniority.

Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement shall be in the inverse order of placement on leave of absence.

- d. If a reduction in number of teachers based on seniority would result in the discontinuance of any College in the Schools courses, the teacher employed in such program may not be placed on ULA and the next senior teacher may be placed on such leave, at the discretion of the school district.
- e. No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy. When a vacancy occurs, the teacher shall have twenty (20) calendar days from receipt of notification to accept or reject the offer. Rejection of the offer, or failure to respond to the notification of vacancy, if it is equivalent to or exceeds in time previous employment, shall relieve the school district of all re-employment responsibilities. However, if a teacher on unrequested leave is employed at such time as an offer is made and cannot be released in time to accept the offer of re-employment with the school district, he/she shall not lose re-employment rights until the expiration of five (5) years from the teacher's last regular duty day. A written notification from the

teacher's current employer shall be sent to the superintendent within twenty (20) calendar days of receipt of the re-employment offer.

- i. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.
- f. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.
- g. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.
- h. The unrequested leave of absence of a teacher who is not reinstated shall continue for a period of five (5) years from the teacher's last regular duty day after which the right to reinstatement shall terminate except as set forth in Article XII, Section 6, Subd. 1-e.

Note: Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

Subd. 2. Seniority List: By February 1st, the school district, after the execution of this Agreement, shall cause the seniority ranking list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. EMC will have until March 1st to submit any changes to the list due to additional licensure certifications of teachers. The superintendent shall compile a list from District files of seniority by license and Tier level and post a copy in each building where it is accessible to all teachers in the building. Non-tenured substitute teachers who work less than 85 consecutive days and are not already on the seniority list, shall not have the protection of unrequested leave of absence as found in Article XII, Section 6, Subd. 1, of this Agreement and their names shall not appear on the seniority list. However, for those non-tenured substitutes who work 85 or more consecutive days, seniority shall begin with the first actual day worked. Absence due to illness shall not interrupt the 85 consecutive workday period. At the same time, any days missed due to illness shall not be included among the 85 consecutive working days. All non-tenured teachers who experience a break in service of ten (10) student days or more shall be removed from the seniority list. Authorized leaves and unrequested leaves of absence do not constitute a break in service.

Subd. 3. Mailing Address: Upon being placed on unrequested leave of absence, the teacher shall maintain a current address on file with the superintendent.

Subd. 4. Ties in Seniority: Additions to the seniority list now already established shall be determined by:

- a. Date that the teacher's contract is approved by the school board.
- b. In case of a tie, it shall be determined by the earliest date that a signed contract is received in the Administration Office.
- c. If steps a and b have failed to settle a tie, it will be decided by the date of birth, with the oldest person winning the decision.

Section 7. Association Leave Days: At the beginning of each school year, EMC shall be credited with the number of days as per the following table to be used at the discretion of EMC by teachers who are officers or agents of such for conducting the business of EMC. EMC agrees to notify the school board of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may

use association leave. (An example of an extreme circumstance would be a negotiation session scheduled during working hours.)

- 9 Days: Teacher salary and substitute paid by District.
- 5 Days: Teacher salary only paid by District; substitute paid by EMC.
- 5 Days: Teacher salary and substitute to be paid by EMC.

Section 8. Military Leave: Military leave shall be granted to a teacher pursuant to M.S. 471.975 and other applicable law.

ARTICLE XIII - HOURS OF SERVICE

Section 1. Basic Day: The basic teacher duty day shall be eight (8) hours inclusive of a duty-free lunch. Teachers may leave the building during their lunch period.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the school district. The specific hours for each building will be designated by the building principal.

Section 3. Additional Activities: It is inevitable that all licensed teaching personnel will have to share in the supervising and directing of a wide variety of out-of-class activities. The duties are inherent in teaching and assignment of such duties shall be in accordance with past practice.

Section 4. Teacher Preparation Time: All full-time teachers in the District shall have a minimum of 50 minutes per day of preparation time. Two blocks of time may be utilized as long as blocks are a minimum of 25 minutes. Part-time teachers shall have preparation time prorated.

As of July 1, 2015, teachers who volunteer to substitute during their preparation time shall be compensated according to Schedule D. Elementary school teachers who volunteer to substitute during their preparation time will receive the amount listed in Schedule D for each 25-minute block of time they cover. (Refer to Schedule D – Instruction for specific amounts).

Reduced prep time on early release, late start, or days shortened by professional duty schedules such as PLC, SDM work, or in-service schedules will be accepted by EMC as full prep time. Principals will use a collapsed schedule as much as feasible in order to equally reduce classes, sections, or preparation times.

Preparation time shall occur only during the student day. Travel time for teachers teaching in two or more buildings or student supervision periods (study hall) shall not count as or toward teacher preparation time.

Section 5. Teacher Work Load: The normal teaching load for secondary classroom teachers in the seven (7) period day shall be five (5) instructional periods, one (1) study hall/supervisory period, and one (1) preparation period, and other assigned duties such as bus duty, homeroom, and the like.

Section 6. Extra Class: As of July 1, 2015, teachers who teach a sixth assignment shall be compensated according to Schedule D or a prorated amount for part years. A sixth assignment will not be made unless the teacher is consulted by the school administration. If the school administration and teacher cannot agree, the matter can be taken to a meeting with EMC and superintendent. (Refer to Schedule D – Instruction, for specific amounts).

Section 7. FTE Calculation: Beginning with the 2007-2008 school year, for teachers in grades 6–12, each class/assignment will be counted as 1/6 of an F.T.E.

Section 8. Study Hall: Scheduled study halls shall be taught by certified teachers.

Section 9. Staffing Study Skills/Supervisory Period at CAAEP: This schedule shall be a seven (7) period day. The process for staffing this schedule and payment for the CAAEP high school staff shall be as follows:

1. Schedule: The daily schedule shall include seven periods. A full-time teacher assignment shall include five instructional periods, one (1) study skills assignment/supervisory period, and one (1) preparation period.
2. Teacher Pay: Each assignment shall be considered to be 1/6 of an FTE. A preparation period is not considered an assignment.

ARTICLE XIV - LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40, the school board shall determine the number of school days of each school year on or before April 1 of the calendar year in which such school year commences. Teachers shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school and pursuant to such authority has determined to conduct school. Effective July 1, 2006, the teacher's contract year shall consist of 183.5 duty days. Non-tenured (probationary) shall have 184.5 duty days with no additional compensation. First year, probationary teachers shall have 185.5 duty days with no additional compensation. Effective July 1, 2004, the Principal Pre-Approved In-service Day will be changed to an uninterrupted staff workday prior to the first student attendance day.

Beginning the 2021-2022 school year, early childhood special education teachers will be on a stretch calendar. A "stretch calendar" is defined as a school year calendar from July 1 through June 30 of a given year. This includes keeping the total contract days at the number set in the EMC master agreement (183.5 days).

Beginning July 1, 2021, the stretch calendar system will be fully implemented. The stretch calendar will be created annually by the teacher following guidelines established by the ECSE supervisor/administrator. Said calendar will be approved by the ECSE supervisor/administrator in consultation with the Northern Lights Special Education Cooperative coordinator of early childhood special education.

Section 2. Emergency/Closings: In the event a full student or teacher duty day is lost for emergency closing, make-up of days shall be as follows:

- a. On days the school starting time is delayed, teachers' starting time is delayed correspondingly.
- b. On the days school is dismissed early, the teachers may leave after buses have left.
- c. On days school is canceled, the following procedure will be observed: On the first two days of school closing of the year, teachers will not be expected to report to school. On the third through seventh school closing, teachers will be required to make up the days as student contact instructional days on teacher in-service dates to be predetermined on the calendar. The dates will be determined by administration with input from the calendar committee. Teachers will not have to make up those in-service dates that were used for student contact make-up dates. In the event there are fewer than two in-service days remaining at the end of the school year, teachers will serve two in-service days for the purposes of end of year activities.
- d. In the event the district has a formalized e-learning day plan, teachers will post assignments and be available both online and via phone according to the requirements of the e-learning day plan. E-learning days will count as student contact instructional days.
- e. In the event school is closed for more than seven (7) days in a school year, additional classroom days will be scheduled. The additional dates will be determined by the superintendent.
- f. In the event that school is closed, and student contact days do not have to be rescheduled to be compliant with state law, as determined by the superintendent, missed student contact days will not be rescheduled.

If school is closed by order of the Governor, the day(s) affected by that order will not have to be made up unless required by the Governor or Legislature.

ARTICLE XV – ECFE/SCHOOL READINESS TEACHERS

Section 1. Purpose: This article covers Early Childhood Family Education (“ECFE”) and School Readiness (“SR”) teachers in the bargaining unit.

Section 2. Licensure: ECFE/SR teachers hired after July 1, 2007 must have specific licensure in Early Childhood, Family Education/Parent Education.

Section 3. Salary Schedule: ECFE/SR teachers will be placed on a salary schedule as follows:

ECFE/SR Salary Schedule (hourly rate):

Years of Service	2021-2022 – 2.45%	2022-2023 – 2.0%
10+	\$32.56	\$33.22
5-9	\$30.42	\$31.03
0-4	\$28.72	\$29.30
Coordinator Rate	\$35.52	\$36.23
Curriculum writing/planning (New hires after 07/01/2004)	\$30.31	\$30.92

Section 4. ECFE/SR Prep Time: ECFE/SR teachers will be awarded prep time to be calculated at 30 minutes per instructional class period.

Section 5. Contract Year: The parties agree that the limitations of the EMC Master Agreement terms of duty days, hours, normal school calendar, etc. do not apply to the ECFE/SR teachers hired under this program.

Section 6. Duty Day and Program Time: ECFE/SR teachers’ duty days and hours will be set by the ECFE/SR Coordinator subject to approval by the Community Education Director. Each ECFE/SR teacher shall have thirty (30) minutes set up time prior to each class period and thirty (30) minutes take down or reorganization time after each class period. Each teacher shall have an additional sixty (60) minutes organization time twice during the program year.

Subd. 1. Staff Reductions: When the school district concludes that it is necessary to reduce the number of Early Childhood Family Education and school readiness licensed teachers, the release shall be according in seniority order with the least senior teachers being released first but with the following exceptions:

- a. The district can show program justification for departing from seniority.
- b. Appropriate licensure may replace a teacher who is not fully licensed for the teaching assignment.
- c. Once a teacher retires and returns to teach for the district, that teacher’s seniority starts over with zero experience.
- d. Minnesota Statutes which may require other procedures for layoff of teaching personnel shall take priority.

- e. When a workload reduction is known ten (10) working days prior to the start of the school year, less senior teachers will be reduced before more senior teachers, unless one of the criteria listed in 1 – 4 in Subd. 1 of this section applies.

Subd. 2. Recall: Recall shall normally be in seniority order with the most senior teachers recalled first, unless one of the criteria listed in a-e in Subd. 1 of this section applies.

Section 7. Scheduling Teachers’ Assignments: ECFE/SR teachers’ assignments will be during the Community Education Department program year during the times of the day and the days of the week which meet the needs of the community served by the Early Childhood Family Education and School Readiness Program.

Section 8. Scheduling Hours: When contracted hours are changed (increased/decreased) changes will be based upon licensure and seniority of the teacher.

Section 9. Contract Schedules: The ECFE/SR Coordinator will meet with the Community Education Director to plan the teacher’s contract schedule. Final approval will be given by the Community Education Director.

Section 10. Seniority: Seniority is defined as the day on which a teacher is hired by school board action. The ECFE/SR teacher seniority list is exclusive to the ECFE/SR teachers. ECFE/SR teachers do not accumulate seniority on the collective bargaining seniority list and vice versa.

Section 11. Tenure and Probationary Period: ECFE/SR teachers are not eligible for tenure in accordance with state statute. ECFE/SR teachers shall serve a probationary period of three (3) years from their first day of actual service. After completion of this period, they may be discharged only for just cause as determined by the school board.

Section 12. Leaves:

Subd. 1. Personal Leave: ECFE/SR teachers will receive time off with pay for personal reasons according to the following schedule:

<u>Weekly Schedule for the ECFE/SR School Year</u>	<u>Personal Time Off - Annually</u>
1 – 7 Hours	Two (2) Hours
8 – 14 Hours	Four (4) Hours
15 – 20 Hours	Eight (8) Hours
21 – 30 Hours	Sixteen (16) Hours

Personal leave hours shall not be granted on workshop/in-service days or conference days without superintendent approval. Staff must give prior notification to the Community Education Director three (3) days in advance except for emergencies. Unused personal leave hours shall be reimbursed at the rate of \$15.00/hour. Up to four (4) personal leave hours can be carried over to the following year.

Subd. 2. Sick Leave: ECFE/SR teachers shall receive sick leave according to the following formula. Based on the K-12 teachers contract 183.5 days times 8 hours a day = 1468 hours/year divided by 104 hours of sick time = .0708 hour of sick time earned per total hours worked.

- For example, a teacher working 25 hours per week for 30 weeks = 750 hour x .0708 = 53 hours of sick time for the year.

Sick leave may be taken in three (3) hour increments. If approved by the teacher’s supervisor, in advance, sick leave may be taken in one (1) hour increments. Any fraction of an hour will count as a full hour. For the purpose of counting sick leave, a 2.75-hour assignment will count as three hours.

If an ECFE/SR teacher works a minimum of 1275 hours per year, the teacher shall receive 80 hours of sick leave annually. Teachers qualifying for this sick leave calculation may take their leave in four (4) hour increments.

To begin this new sick leave accounting process, effective July 1, 2015, hours of sick leave balance will be the teacher's normal workday hours x the number of sick leave days in their current sick leave balance. The Community Education Director will determine a teacher's normal workday hours.

Section 13. Benefits: ECFE/SR teachers are eligible for health, dental & life benefits at their own expense if they meet the eligibility requirements of the insurance carriers. ECFE/SR teachers are not required to participate in these insurance plans.

ECFE/SR Teachers are covered by the following Articles of this contract:

- I (Purpose)
- II (Recognition of Exclusive Rep)
- III (Definitions)
- IV (School Board Rights)
- V (Teacher Rights)
- VII (Section 9: Teachers Longevity Pay)
- VIII (Extra Compensation)
- IX (Section 1: Eligibility for Board Contribution to 403(b))
- XII Leaves of Absence
 - Section 1 (Bereavement), ECFE/SR teachers will receive leave time for scheduled hours following the guidelines in Article XII, Section 1, Subd. 1 and 2.
Example: An ECFE/SR teacher seeking a three (3) day funeral leave would be compensated for any scheduled work time within the three (3) consecutive days.
 - Section 4 (subdivisions 1, 2, 4, & 5);
 - Section 5 (subdivisions 1 – 5)
- XV (ECFE/SR Teachers)
- XVI (Teacher Discipline)
- XVII (Grievance)
- XVIII (Duration)

ECFE/SR Teachers are not covered by the following Articles of this contract:

- VI (Job Transfers)
- VII (Basic Schedules and Rates of Pay – Sections not referenced above)
- IX (Retirement Insurance Benefits – Sections not referenced above)
- X (Benefits)
- XI (Sick Leave)
- XII (Leaves of Absence - Sections not referenced above)
- XIII (Hours of Service)
- XIV (Length of School Year)

ARTICLE XVI – SHARED DECISION MAKING AND STAFF DEVELOPMENT

Section 1. Shared Decision Making: The School District and EMC will collaborate with a wide range of educational techniques and reforms and participate in Shared Decision Making (SDM). The school board has ultimate authority over decision-making and principals make the decisions regarding their building's operations, instruction, staff members, and students. However, the parties to this agreement acknowledge that decisions are stronger and most appropriate when they have resulted from the perspectives and expertise of the

individuals and/or groups impacted by those decisions. EMC, the school administration, and school board, when appropriate, will jointly explore changes in structure and procedures that will improve student learning.

The process of collaborating in the implementation of SDM will lead to more open communication, trust, and an ability to problem solve to improve quality and positive results of education in the Cloquet School District.

Subd. 1. SDM Process: The building principal, with help from the site staff development coordinator will coordinate the building SDM process. That process will provide for shared decision making that will encourage staff members' participation in investigating, and implementing, procedures and practices in order to improve educational services and student learning.

SDM will be implemented in each building according to plans and procedures developed by each building's staff and administration. This process will be based on effective and inclusive communications with teachers and perhaps other staff and community members as designed by the buildings. Examples of communications and participation will include such things as building wide staff meetings, designated subcommittees, ad hoc committees, building by-laws or written procedures, distribution of minutes of committees and subcommittees, and email communications.

Each building will establish its own meeting times. Staff participation will be highly encouraged but will be voluntary and will not be used as criteria for evaluation of bargaining unit members. Each building will define and document the decision-making procedures for its own building.

Subd. 2. Site SDM Coordinator: The site SDM Coordinator will be selected by the building principal.

a. Duties and Compensation:

- Attend District Advisory Council (DAC) Meetings.
- Collaborate with the principals to coordinate site SDM and staff development activities.
- Collaborate with the staff and building principals for planning effective PLC work.
- Collaborate with the principal and staff to run site SDM meetings and to achieve effective feedback and communications among the site staff and district administration.
- Track site projects/events/expenses related to staff development.
- Collaborate with the DAC chairperson on completing the annual report.
- Compensation will be in accordance with Schedule D.

Section 2. Staff Development: The school district and EMC agree that through a decision-making process in which a variety of school community members collaborate in identifying problems, defining goals, formulating policy, shaping direction, and ensuring implementations, we can improve our schools. We believe the decisions should be data driven, based on research and best practice, and focus on student achievement and improving teacher instructional practices. The District Advisory Committee (DAC) will provide communication and leadership in continuous improvement that supports the strategic plan.

Subd. 1. DAC Membership:

- a. A chairperson
- b. A site staff development coordinator from each school building
- c. Special education representative
- d. Two (2) EMC representatives
- e. Two (2) school board members
- f. Two (2) principals
- g. Superintendent
- h. Other district level staff as needed or as determined by DAC bylaws

Subd. 2. Duties and Compensation of DAC Membership:

- a. DAC Chair. The DAC chair shall be appointed by the superintendent. DAC duties include the following:

- Chair the meetings.
 - Collaborate with the site SDM coordinators to complete the annual staff development report and then submit that report to the Minnesota Department of Education.
 - Collaborate with the superintendent, principals, and site SDM to help set the agenda for the DAC.
 - Collaborate with DAC membership, administration, and staff to plan for staff workdays, including PLC planning.
- b. EMC Representatives. EMC representatives are selected by the EMC Executive Board.
- Attend DAC meetings.
 - Work with the DAC to help plan and organize staff development activities.
 - Consult DAC on matters pertaining to contractual issues, etc.
- Collaborate with the DAC chairperson and school administration.
 - Be liaisons for effective communication among staff and administration.
- c. SDM Site Coordinators:
- Collaborate with the principals to coordinate site SDM and staff development activities.
 - Collaborate with the staff and building principals for planning effective PLC work.
 - Collaborate with the principal and staff to run site SDM meetings and to achieve effective feedback and communications among the site staff and district administration.
 - Track site projects/events/expenses related to staff development.
 - Collaborate with the DAC chairperson on completing the annual staff development report as required by MDE.
- d. Special Education Representative. The District's special education representative shall be appointed by the superintendent and school board.
- Attend DAC meetings.
 - Serve as the liaison between the DAC and special education staff.
 - Help plan and organize staff development and SDM/DAC activities.

Subd. 3. Compensation. Compensation for the positions designated in this subdivision shall be paid according to Schedule D in this contract.

Subd. 4. DAC Bylaws: The DAC may annually review and modify its bylaws.

Subd. 5. Staff Development Policy: District Policy 427 addresses guidelines for the District's Staff Development Program.

ARTICLE XVII – PEER REVIEW/MENTORSHIP

Section 1. Mentorship Program: M.S. 122A.40, Subdivisions 6 and 8 provides that a school board and a exclusive representative of the teachers shall develop a peer review process for continuing contract and probationary teachers through joint agreement.

Section 2. Purpose: To develop, improve and support effective teaching practices to improve student learning and success. Mentoring is a structured, non-evaluative support process in which a highly skilled and experienced educator facilitates a colleague's development, with a focus on improving instructional practice.

Section 3. Peer Review Plan: District 94 defines peer review as peer mentorship. Peer mentorship will not be part of the evaluation process. Testimony regarding the mentorship process at any hearing involving teacher employment status will be prohibited. In accordance with M.S. 122A.40, Subdivision 8 –the Mentorship Program will train all mentors and probationary teachers in peer coaching techniques. In order to make coaching effective, opportunities for follow up will be made available to mentors and probationary teachers as requested. Peer coaching can be a valuable tool for professional development and is encouraged as part of each building’s staff development plan for the tenured teacher.

Mentoring will orient and provide support for new and transfer teachers to basic programs and procedures; promote increased student learning by increasing new teacher proficiency in classroom management; provide a bridge for new teachers into the existing staff development programs in the district; and provide training for the teacher evaluation and professional growth plan.

Subd. 1. Definitions: **Mentor:** A tenured teacher currently teaching in School District 94 who remains in their regular teaching assignment while mentoring a probationary teacher. The role of the mentor is that of a guide, supporter, advocate, and role model. Mentors are selected in joint agreement with EMC and the school district. Mentors will be paid according to Schedule D.

Mentee: A probationary teacher currently teaching either full or part time in School District 94.

ARTICLE XVIII - TEACHER DISCIPLINE

Section 1. Purpose: This article covers all teachers in the bargaining unit. Members of the bargaining unit being considered for dismissal shall be covered by M.S. 122A.40 as amended.

Section 2. Disciplinary Action:

Subd. 1. Action: All disciplinary action, where reasonable, shall be corrective in nature and not punitive. Any disciplinary action shall include only the following:

- a. Oral reprimand, or
- b. Written reprimand, or
- c. Suspension with pay, or
- d. Suspension without pay, or
- e. Withholding a salary increase.

Subd. 2. Severity: The severity of discipline chosen by the school district shall be commensurate to the seriousness of the teacher’s misconduct or failure to act.

Subd. 3. Reprimand: If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

Subd. 4. Identifying Reprimands: Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.

Section 3. Procedure for Suspension of Continuing Contract Teachers and Non-Continuing Contract Teachers:

The District shall not suspend or propose suspension of any teacher without just cause. If the school district believes that there is just cause for suspension, the employee and Education Minnesota-Cloquet shall be notified in writing that the employee has been suspended or proposed for suspension.

Education Minnesota-Cloquet, with the consent of the affected employee, shall have the right to take up the suspension at the fourth (4th) step of the grievance procedure and the matter shall be handled in accordance with this procedure if requested by Education Minnesota-Cloquet. No suspension shall take place until a final determination has been made unless the suspension is the result of action taken place under M.S. 122A.40. In the case of M.S. 122A.40, the ten (10) day limit in Section 3 above does not apply.

Section 4. Personnel File:

Subd. 1. Accordance with Statute: All files will be kept in accordance with all applicable state statutes and school district policies.

Subd. 2. Maintained: Files will be maintained in the building principal's office or the superintendent's office.

Subd. 3. Copy of Information: The person putting information of a disciplinary nature in a staff member's personnel file will, within two (2) days, provide the teacher with a copy of the information.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "Grievance" shall mean a dispute or disagreement between the teacher(s) and the school board as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: EMC, 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 his or her behalf. The teacher(s) will be represented by EMC.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, will require mandatory alleviation of the grievance as outlined in the last statement by EMC or employee.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota law or non-duty days during the school year.

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, Sunday, or legal holiday, or non-duty day during the school year, in which event the period runs until the end of the next day which is not a Saturday, Sunday, legal holiday, or non-duty day during the school year.

Subd. 4. Filing or Service: 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 or is received within the time period through personal service.

Section 4. Step One: Any grievance must first be submitted in writing to the building principal within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged

grievance informally between the teacher and the parties. The building principal will answer both the employee and EMC in writing within five (5) days of receipt of the written grievance.

Section 5. Step Two: If EMC is not satisfied with the written answer of the building principal in step one; EMC must submit the grievance in writing to the superintendent no later than fifteen (15) days after receipt of the principal's written response.

Section 6. Step Three: The superintendent of schools will meet with the employee and EMC within ten (10) days from receipt of a written grievance for the purpose of discussing said grievance.

Section 7. Superintendent's Reply: The superintendent will, within fifteen (15) days of the meeting as specified in Section 6, Step Three, submit his answer to the employee and EMC with copies to all school board members.

Section 8. Step Four: In the event the grievance is not resolved in Section 7, EMC may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. Within ten (10) days of the receipt of the appeal, the school board will set a date for hearing the appeal that is mutually agreeable to the parties. The hearing date shall be no more than thirty (30) days after receipt of the appeal unless otherwise mutually agreed. Within five (5) days after the hearing, the school board shall issue its decision in writing to the parties involved.

Section 9. Grievance Mediation: EMC and the school district may, if mutually agreed, request Grievance Mediation from the Bureau of Mediation Services (BMS) prior to submitting the grievance to Arbitration. Timelines shall automatically be waived upon a mutual request for Grievance Mediation. If agreement or resolution is not reached in Grievance Mediation, EMC may request that the grievance process shall be automatically resumed within ten (10) days of impasse or at any time by EMC. No offers, counter offers or any documentation relating to Grievance Mediation shall be used by either party in arbitration or any future disputes. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn with or without prejudice by the moving party. Further stipulations regarding grievance mediation are listed below.

- a. Any waiver of grievance timelines shall terminate with the completion of the grievance mediation procedure.
- b. The parties shall request that the Director of BMS assign a mediator at the earliest possible date, and that the site and date for the grievance mediation be established by the Bureau.
- c. No more than one day shall be established for the purpose of conducting grievance mediation.
- d. The parties shall be free to determine who will represent them in grievance mediation.
- e. The parties shall bear their own expenses for the grievance mediation process.
- f. The mediator or the Bureau shall not be empowered to compel a settlement upon the parties.
- g. The grievance mediation process shall terminate when a) the mediator determines that settlement is not eminent; b) either party indicates their desire to disengage from mediation by serving written notice to the other party and to the Bureau; or c) the parties reach a mutual settlement.
- h. If a settlement is not reached, proposals, statements or any discussion arising from mediation shall not be used in grievance arbitration. The mediator shall not be eligible to arbitrate the instant grievance and

shall be prohibited from sharing any information or conferring with an arbitrator relative to the instant grievance.

- i. If a settlement is reached, the parties shall commit the agreement in writing which shall be dated and signed by the parties and the mediator. The signed agreement shall be binding on the parties.

Section 10. Arbitration Procedures: Any controversy or dispute that has been submitted to the grievance procedure and not therefore resolved may be submitted to arbitration as defined herein.

Subd. 1. Employee's Request: EMC must submit the request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision unless the grievance has been submitted for Grievance Mediation.

Subd. 2. Selection of the Arbitrator: EMC will request from the Director of the Bureau of Mediation Services (BMS) a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. 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. 4. Decision: Decisions by the arbitrator in cases properly presented before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Minnesota law.

Subd. 5. 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 that the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

Subd. 7. Processing of Grievances: Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding, are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

ARTICLE XX - DURATION

Section 1. Term and Re-Opening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school board and EMC representing the teachers of the District. 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.

Section 3. Finality: Any matters relating to the current contract term, 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 any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

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

For Education Minnesota - Cloquet
Name of Organizational Representative:

For Independent School District No. 94
Name of Organizational Representative:

Collette Lenarz, President

Ted Lammi, School Board Chair

Cheyenne Deters, Lead Teacher Negotiator

Nate Sandman, School Board Clerk

Dr. Michael Cary, Superintendent

Dated this ____ day of _____

Dated this 12th day of July 2021

2021-2022 INSURANCE INFORMATION

2020-2021 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	Employee with Eligible Spouse Pays *	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$10,664	\$10,131	\$533		\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,703	\$18,012	\$11,691	\$9,741		\$1,000	\$1,000 per person/ \$2,000 per Family

\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.

HDHP 1,400 Single	\$9,513	\$9,211	\$303		\$1,200	\$1,400	\$1,400
HDHP 2,800 Family	\$26,498	\$17,246	\$9,252	\$7,302		\$2,800	\$2,800

\$1,400/\$2,800 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,400 until the family \$2,800 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.

HDHP 3,500 Single	\$8,013	\$8,010	\$3		\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$22,319	\$16,261	\$6,056	\$4,106		\$7,000	\$3,500 per person/ \$7,000 per Family

\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.

HDHP 5,000 Single	\$7,102	\$7,102	\$0		\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$19,781	\$16,388	\$3,393	\$1,443		\$10,000	\$5,000 per person/ \$10,000 per Family

\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.

HDHP 6,750 Single	\$6,297	\$0	\$6,297			\$6,750	\$6,750
HDHP 13,500 Family	\$17,540	\$0	\$17,540	\$17,540		\$13,500	\$6,750 per person/ \$13,500 per Family

\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.

The renewal for all health insurance plans continues to be September 1st.

***In the case of married employees in which one has district provided family health care plan, the spouse carrying the insurance will received a \$750 contribution to their HSA/HRA.**

	Benefit Year Start Date	4th Quarter Carry Over
\$500/\$1000 Plans	September 1st	Yes
\$1400/\$2800 Plans	September 1st	No
\$3500/\$7000 Plans	September 1st	Yes
\$5000/\$10000 Plans	September 1st	No
\$6750/\$13500 Plans	September 1st	No

Please note: The insurance costs listed above are for the 2021-2022 school year only. The costs will be adjusted for the 2022-2023 school year accordingly.

**HDHP = High Deductible Health Plan
HRA = Health Retirement Account
HSA = Health Savings Account**

TEACHERS' SALARY SCHEDULE FOR 2021-2022
 SEPTEMBER 1, 2021 – August 31, 2022
SCHEDULE A-1

Basic Schedule - 183.5 Days

Cloquet, Minnesota 55720

STEP	BA DEGREE	BA+10	BA+20	BA+30	BA+40/M	MA+10	MA+20	MA+30
		(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)
		BA+15	BA+30	BA+45	BA+60/M	MA+15	MA+30	MA+45
		(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)
1	42,046	42,581	42,679	43,570	48,197	48,731	49,444	50,864
2	43,212	43,749	44,461	45,347	51,041	51,576	52,290	53,713
3	44,994	45,527	46,235	47,131	53,888	54,421	55,138	56,560
4	47,401	47,582	48,296	49,190	57,067	57,605	58,323	59,751
5	49,381	50,101	50,280	51,176	60,161	60,704	61,423	62,859
6	52,264	52,637	53,179	53,902	63,463	64,007	64,728	66,168
7		55,716	56,102	56,646	66,788	67,333	68,057	69,688
8			59,386	59,588	70,134	70,680	71,409	73,227
9				63,085	74,239	74,791	75,518	77,343
10					78,463	79,041	79,813	81,742

TEACHERS' SALARY SCHEDULE FOR 2022-2023
 SEPTEMBER 1, 2022 - AUGUST 31, 2023
SCHEDULE A-2

Basic Schedule - 183.5 Days

Cloquet, Minnesota 55720

STEP	BA DEGREE	BA+10	BA+20	BA+30	BA+40/M	MA+10	MA+20	MA+30
		(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)	(Sem.)
		BA+15	BA+30	BA+45	BA+60/M	MA+15	MA+30	MA+45
		(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)	(Qtr.)
1	42,887	43,432	43,533	44,442	49,161	49,706	50,433	51,881
2	44,077	44,624	45,350	46,254	52,062	52,608	53,335	54,787
3	45,894	46,437	47,160	48,074	54,966	55,510	56,240	57,692
4	48,349	48,534	49,262	50,174	58,208	58,757	59,489	60,946
5	50,369	51,103	51,285	52,200	61,365	61,918	62,651	64,116
6	53,310	53,689	54,243	54,980	64,733	65,287	66,022	67,492
7		56,830	57,224	57,779	68,123	68,680	69,418	71,082
8			60,574	60,780	71,537	72,094	72,838	74,692
9				64,347	75,724	76,287	77,029	78,889
10					80,032	80,622	81,409	83,377

*Refer to Article VI, Section 3 of this Agreement as to application.

Note: Maximum on the BA lane is Step 6; on the BA+10/BA+15 lane, Step 7; BA+20/BA+30 lane, Step 8; and on the BA+30/BA+45 lane, Step 9.

The anniversary date for the wages and salaries reflected in Schedule C, below, shall be August 1st of each contract year.

SCHEDULE C EXTRACURRICULAR SCHEDULE

ADVISORS				2021-2022	2022-2023
2 Senior Class				\$ 2,535	\$ 2,585
1 Junior Class				\$ 2,217	\$ 2,261
2 Sophomore Class/Freshman Class *				\$ 961	\$ 980
1 Student Council				\$ 2,208	\$ 2,252
1 National Honor Society - Sr. High				\$ 2,208	\$ 2,252
1 CAAEP Student Council				\$ 2,208	\$ 2,252
1 Homecoming				\$ 381	\$ 389
Club Activity 10-12 Mtgs. Middle School *				\$ 322	\$ 328
Club Activity 20-24 Mtgs. Middle School *				\$ 637	\$ 650
ATHLETICS					
(Baseball)		(Softball)			
	1 Head Coach	1		\$ 4,763	\$ 4,858
	1 Assistant - 70%	1		\$ 3,334	\$ 3,400
Basketball (Boys)					
		(Girls)			
	1 Head Coach	1		\$ 6,346	\$ 6,473
	1 Assistant - 70%	1		\$ 4,443	\$ 4,532
	1 Grade 10 - 59%	1		\$ 3,745	\$ 3,819
	1 Grade 9 - 54%	1		\$ 3,427	\$ 3,495
	1 Grade 8 - 43%	1		\$ 2,729	\$ 2,784
	1 Grade 7 - 43%	1		\$ 2,729	\$ 2,784
Cheerleaders					
	1 Senior High Fall			\$ 2,320	\$ 2,367
	1 Senior High Winter			\$ 2,923	\$ 2,981
	1 Middle School (Pep Club is no longer included) *			\$ 1,591	\$ 1,623
Cross Country					
	1 Head Coach (Boys and Girls)			\$ 3,959	\$ 4,038
	1 Assistant - 70% (Boys and Girls)			\$ 2,772	\$ 2,828
Wrestling Coaches					
	1 Head Coach			\$ 6,346	\$ 6,473
	1 Assistant - 70%			\$ 4,442	\$ 4,531
Football					
	1 Head Coach			\$ 6,346	\$ 6,473
	1 Assistant - 70%			\$ 4,443	\$ 4,532
	1 Asst. Desig. B Team Head - 70%			\$ 4,443	\$ 4,532
	1 B Team Assistant - 59%			\$ 3,745	\$ 3,819
	1 Grade 9 Head - 54%			\$ 3,427	\$ 3,495
	1 Grade 9 Assistant - 43%			\$ 2,729	\$ 2,784
	1 Grades 7 & 8 Head - 38%			\$ 2,414	\$ 2,462
	3 Grades 7 & 8 Assistant - 27%			\$ 1,714	\$ 1,748

					2021-2022	2022-2023
Golf (Boys)		(Girls)				
	1 Head Coach	1			\$ 2,541	\$ 2,592
	1 Assistant – 70% (Boys/Girls)	1			\$ 1,778	\$ 1,813
Hockey (Boys)		(Girls)				
	1 Head Coach	1			\$ 6,346	\$ 6,473
	1 Assistant - 70%	1			\$ 4,443	\$ 4,532
	1 Junior Varsity - 59%				\$ 3,745	\$ 3,819
1 Pep Club (Senior High Spirit Club) *					\$ 1,905	\$ 1,943
Soccer (Boys)		(Girls)				
	1 Head Coach	1			\$ 5,392	\$ 5,500
	1 Assistant - 70%	1			\$ 3,773	\$ 3,849
	1 Junior Varsity - 59%	1			\$ 3,180	\$ 3,244
Ski (Boys and Girls)						
	1 Downhill Coach				\$ 3,959	\$ 4,038
	1 Downhill Assistant – 70%				\$ 2,772	\$ 2,828
	1 Cross Country				\$ 3,959	\$ 4,038
	1 Cross Country Assistant - 70%				\$ 2,772	\$ 2,828
Swimming (Boys)		(Girls)				
	1 Head Coach	1			\$ 5,392	\$ 5,550
	1 Assistant - 70%	1			\$ 3,773	\$ 3,849
	1 Middle School - 48% *	1			\$ 2,589	\$ 2,641
	Synchronized *				\$ 2,217	\$ 2,261
Tennis (Boys)		(Girls)				
	1 Head Coach (Sr. High)	1			\$ 3,959	\$ 4,038
	1 Assistant - 48%	1			\$ 1,900	\$ 1,938
Track (Boys)		(Girls)				
	1 Head Coach				\$ 5,392	\$ 5,500
	2 Assistant - 70%				\$ 3,773	\$ 3,849
	2 Middle School – 48%				\$ 2,589	\$ 2,641
The following positions apply if Senior High track program is operated as a combined, boys' and girls' program: (no change in Middle School)						
	1 Head Coach				\$ 6,031	\$ 6,152
	4 Assistants - 70%				\$ 4,221	\$ 4,305
Volleyball (Girls)						
	1 Head Coach				\$ 5,392	\$ 5,500
	1 Assistant - 70%				\$ 3,773	\$ 3,849
	1 Junior Varsity - 59%				\$ 3,180	\$ 3,244
	1 Grade 9 - 54%				\$ 2,912	\$ 2,970
	2 Middle School - 45%				\$ 2,426	\$ 2,475

			2021-2022	2022-2023
First Robotics – (Added)				
1 Head Coach			\$ 2,127	\$ 2,169
Robotics				
1 Head Coach			\$ 2,322	\$ 2,368
Trap Shooting				
1 Head Coach			\$ 2,322	\$ 2,368
<u>INSTRUCTION</u>			2021-2022	2022-2023
3 School Patrol Advisors				
Middle School			\$ 1,905	\$ 1,943
Washington School			\$ 1,905	\$ 1,943
Churchill School			\$ 1,905	\$ 1,943
1 Knowledge Bowl - Senior High			\$ 2,018	\$ 2,059
1 Knowledge Bowl - Middle School			\$ 1,009	\$ 1,029
1 Future Problem Solvers - Senior High			\$ 1,009	\$ 1,029
1 Future Problem Solvers - Middle School			\$ 1,009	\$ 1,029
Mock Trial			\$ 2,018	\$ 2,059
Math Team - Senior High			\$ 1,524	\$ 1,555
Math Counts - Middle School			\$ 763	\$ 779
Intramurals			\$ 2,854	\$ 2,911
<u>DESTINATION IMAGINATION</u>				
Coordinator (Amt. per team – max. salary is six times amt. listed)			\$ 260	\$ 265
Destination Imagination - Senior High Coaches +			\$ 519	\$ 530
Destination Imagination - Middle School Coaches +			\$ 519	\$ 530
+ Administrative approval is required for more than six teams				
<u>JOURNALISM</u>				
1 Annual (Senior High)			\$ 5,392	\$ 5,500
1 Photography *			\$ 2,217	\$ 2,261
1 Newspaper (Senior High) *			\$ 3,174	\$ 3,237
1 Newspaper (Middle School)			\$ 1,905	\$ 1,943
1 Memory Book (Middle School)			\$ 1,905	\$ 1,943
1 CAAEP Yearbook			\$ 1,905	\$ 1,943
<u>MUSIC</u>				
1 Pep Band (Senior High)			\$ 4,443	\$ 4,532
1 Strings (Senior High)			\$ 1,905	\$ 1,943
1 Vocal (Senior High)			\$ 1,905	\$ 1,943
1 Danceline (Senior High)			\$ 3,635	\$ 3,708
1 Majorettes (Senior High) *			\$ 3,174	\$ 3,237
1 Majorettes (Middle School) *			\$ 955	\$ 974
1 Danceline (Middle School) *			\$ 955	\$ 974
1 Marching Band - At least four (4) events with at least two (2) * occurring during the summer vacation time; plus, for each event over four (4)			\$ 3,174	\$ 3,237
1 Marching Band Assistant - 40% *			\$ 1,269	\$ 1,295

			2021-2022	2022-2023
<u>SPEECH AND DRAMA</u>				
1 Three-Act Play Director			\$ 3,495	\$ 3,564
1 First Assistant - Three- Act Play - 70%			\$ 2,444	\$ 2,493
1 Musical Director			\$ 5,392	\$ 5,500
1 First Assistant Musical - 70%			\$ 3,772	\$ 3,848
1 Second Assistant Musical - 59%			\$ 3,178	\$ 3,242
1 Debate *			\$ 3,174	\$ 3,237
1 Second Assistant - Three-Act Play - 59% *			\$ 2,061	\$ 2,103
			2021-2022	2022-2023
1 One-Act Play Director			\$ 1,905	\$ 1,943
1 Assistant One-Act Play - 59%			\$ 1,125	\$ 1,148
1 Third Assistant Musical - 59% *			\$ 2,587	\$ 2,639
1 Head Speech (Senior High) *			\$ 2,217	\$ 2,261
1 Assistant Speech (Senior High) *			\$ 1,442	\$ 1,471
1 Head Speech (Middle School) *			\$ 1,270	\$ 1,296
1 Drama Fall Play (Middle School) *			\$ 2,161	\$ 2,204
1 Drama Spring Play (Middle School) *			\$ 2,161	\$ 2,204
* = Previously cut positions				
The anniversary date for the wages and salaries reflected in Schedule D, below, shall be August 1 of each contract year.				
SCHEDULE D				
EXTRACURRICULAR SCHEDULE				
<u>ATHLETIC ADULT SERVICE CREWS 1/A208</u>				
			2021-2022	2022-2023
Ticket Takers, Sellers, and Timers:				
Swimming (per night)			\$ 28.38	\$ 28.95
Volleyball-Football (per night)			\$ 31.04	\$ 31.66
Basketball (per night)			\$ 35.17	\$ 35.87
Hockey (per night)			\$ 37.66	\$ 38.41
<u>ATHLETICS</u>				
Activities director Boys' & Girls'			\$ 11,023	\$ 11,243
Board may hire non-certified staff to fill this position.				
Position includes 10 summer days, plus administration may approve up to ten (10) comp days if needed.				
<u>CURRICULUM DEVELOPMENT & PROGRAM SUPERVISION</u>				
Curriculum Writing (per hour)			\$ 28.55	\$ 29.12
1 Elementary Curriculum Coordinator			\$ 2,585	\$ 2,637
1 Secondary Curriculum Coordinator (Reading)			\$ 1,692	\$ 1,726
1 College-In-The Schools Coordinator			\$ 5,040	\$ 5,140
1 Pro-Tech Coordinator			\$ 5,617	\$ 5,729

			2021-2022	2022-2023
Instructional Computer Coordinator				
1 Middle School			\$ 2,748	\$ 2,803
1 Senior High			\$ 2,748	\$ 2,803
2 Elementary			\$ 2,748	\$ 2,803
1 CAAEP			\$ 1,375	\$ 1,402
1 Non-licensed Vocational Director				
			\$ 1,623	\$ 1,655
<u>REGULAR CONTRACTED TEACHER SUBSTITUTING DURING PREPARATION PERIOD</u>				
			2021-2022	2022-2023
Secondary Prep Period			\$ 33.78	\$ 34.45
Elementary Prep Period (per 25-minute period)			\$ 16.88	\$ 17.22
<u>SIXTH PERIOD ASSIGNMENT</u>				
Secondary Teacher Teaching a Sixth Period			\$ 4,896	\$ 4,994
<u>DEPARTMENT HEADS/TEAM LEADERS</u>				
K-12 Department Heads			\$ 2,096	\$ 2,138
1/ Rate to be paid in the event teachers are employed to perform these functions				
<u>NORTH CENTRAL</u>				
Curriculum/Instruction Committee Chairperson (Includes North Central & Staff Development)			\$ 6,079	\$ 6,201
N.C. Program Committee Chairperson				
K-4th Grade			\$ 926	\$ 945
5th-8th Grade			\$ 926	\$ 945
9th-12th Grade			\$ 926	\$ 945
K-6th Grade			\$ 1,272	\$ 1,298
7th-12th Grade * *			\$ 1,898	\$ 1,936
K-12th Grade * *			\$ 2,315	\$ 2,362
<u>DISTRICT COMMITTEE WORK</u> - Up to three (3) days per committee to be paid at the teacher's basic daily rate of pay.				
<u>District Advisory Committee (DAC)</u>				
Chairperson: \$600.00 + one (1) to three (3) days compensation.				
Committee Members: one (1) to three (3) days compensation.				
<u>Curriculum Subject Committees (CSC)</u>				
Chairperson: \$600.00 + one (1) to three (3) days compensation.				
Committee Members: one (1) to three (3) days compensation.				
<u>District SDM Committee</u>				
Chairperson: \$600.00 + one (1) to three (3) days compensation.				
Committee Members: one (1) to three (3) days compensation.				
<u>SDM Site Committees</u>				
Chairperson: \$600.00 + one (1) to three (3) days compensation.				
Committee Members: one (1) to three (3) days compensation.				

SDM Site Coordinator			
One (1) day for building SDM compensation.			
Peer Review (Mentorship)			
Mentors will receive one (1) day of compensation or one (1) day of pay at the teacher's daily rate of pay.			
District Approved Committee(s)			
In order to qualify for committee compensation, a committee must be approved by the superintendent and meet at least eight (8) hours beyond the regular teacher duty day. Requests to form new committees should be presented to the superintendent in writing by the building principal and/or chairperson of the committee. When the superintendent approves the committee, he/she will specify any time limits up to a maximum of three (3) days. Compensation per District Committee Guidelines.			
District Committee Work Guidelines for Compensation:			
1. Committee compensation should be based on daily rate of pay. A teacher can take at least one (1) day as compensation day per committee.			
2. Compensation is based on one (1) hour beyond the duty day = one (1) hour of pay (daily rate).			
3. The number of days allowable for compensation will be dependent on the amount of time required and determined by the Chairperson.			
4. In the event committee meetings are scheduled during the regular duty day, a teacher shall be compensated a minimum of one (1) day.			
5. In the event a standing committee meets less than eight (8) hours, but at least six (6) hours during the school year, the member will receive one (1) day of compensation based on their daily rate of pay.			
INSTRUCTION			
		2021-2022	2022-2023
Evening school including GED and credit classes (doesn't include Community Education or Vocational Apprenticeship programs); (per hour)		\$ 34.27	\$ 34.95
Homebound (per hour)		\$ 32.02	\$ 32.66
Summer School (per hour) (Includes Summer Music Lessons)		\$ 34.69	\$ 35.38
MISCELLANEOUS			
		2021-2022	2022-2023
Maintenance Work (per hour)		\$ 26.93	\$ 27.47
Chaperone (per event) (See chaperoning or specified school activities policy)		\$ 34.13	\$ 34.81
Teacher Advisor Event with Student + (per day)		\$ 177.44	\$ 180.99
Teacher Event/No Students + (per day) (i.e., conferences, workshops)		\$ 143.59	\$ 146.47
+ Prior administration approval required			
+ Does not apply to activities where teachers have extracurricular contracts			
+ Actual scheduled day(s) of the event only qualifies for the daily rate of payment when they are non-contractual days.			
Teachers not under extra service contract supervising approved overnight activities with students shall be paid per overnight:		\$ 92.06	\$ 93.90
1/ Rate to be paid in the event teachers are employed to perform these functions			

ISD POLICY #422.5 EXTRA-CURRICULAR REVIEW SCHEDULE D

I. GENERAL STATEMENT OF POLICY

Section 1. Committee Members

Immediate supervisor (building principal, etc.)
School superintendent
Education Minnesota – Cloquet representative

Section 2. Committee Meetings and Responsibilities - The Extra-Curricular Review Schedule D Committee shall meet beginning in November of each even-numbered year beginning in 1990 for the purpose of reviewing and hearing adjustment to the Extra-Curricular Review Schedule D. Those activities listed under Schedule D are eligible for review.

The committee will meet as needed to address additions or deletions to Schedule D.

Section 3. Changes and Adjustments to Schedule D:

Subd. 1. Addition and Removal of Schedule D positions:

Positions may be added to or removed from Schedule D by using the following procedure:

1. Present to and receive approval of the building principal.
2. Present to and receive approval of the superintendent.
3. Present to and receive preliminary approval of the school board.
4. Present to Schedule D Committee for the purpose of establishing salary.
5. Receive final approval of the school board.

Subd. 2. Expansion and Reduction of Schedule D positions:

Positions may only be expanded or reduced from Schedule D by using the procedure in Subd. 1 of Section 3 of this Article. A Schedule D position shall be considered for expansion or reduction if one of the following criteria is met:

1. An employee requests that a position be expanded or reduced.
2. The school board expands or reduces a position.

Subd. 3. The Cost: The cost increase incurred by the addition or expansion of a Schedule D position shall be the responsibility of the school district. The cost reduction from the removal or reduction of a Schedule D position shall revert to the school district.

Section 4. Review Procedure:

Subd. 1. Review Form: The Schedule D Review Form must be completed and returned to the immediate supervisor (principal, etc.) by November 1 of each even-numbered year. Forms will be available in each building.

Subd. 2. Hearing: The committee shall meet to hear all reviews. Employees directly related to the review have the right to be present at the hearing and to present their review to the committee.

Subd. 3. Decision: The committee shall decide all reviews by April 1 of each odd-numbered year and provide a written statement of the reasons for accepting or rejecting, all or in part, the review for adjustment.

Review of Extracurricular Positions – Schedule D

I) Request for Review is being made by:

1) Name: _____ Job Title: _____

II) Title of Position or Committee:

III) Check One:

- 1) _____ This position is being reviewed for possible addition to Schedule D.
- 2) _____ This position is being reviewed for possible removal of Schedule D.
- 3) _____ This position is being reviewed for possible expansion.
- 4) _____ This position is being reviewed for possible reduction.

IV) Rationale for Action Being Requested:

Attach explanation if more room is needed. If the formation of a committee is being requested, include the number of committee members and how often the committee will meet.

V) Action Taken:

1) Principal

_____ Request Approved _____ Request Denied
Principal's Signature: _____ Date: _____

2) Superintendent

_____ Request Approved _____ Request Denied
Superintendent's Signature: _____ Date: _____

3) School Board

_____ Request Preliminarily Approved _____ Request Denied
Board Chair's Signature: _____ Date: _____

4) Committee

_____ Request Approved _____ Request Denied
Comm. Chair's Signature: _____ Date: _____

VI) Final School Board Action if Needed:

_____ Request Approved _____ Request Denied
Board Chair's Signature: _____ Date: _____



Sick Bank Application

NAME: _____ **DATE:** _____

CURRENT CERTIFIED POSITION: _____

REASON FOR REQUEST: (YOU MUST INCLUDE ISD #94 DOCTOR'S ORDER)

NUMBER OF DAYS REQUESTED FROM SICK BANK AND SPECIFIC DATES:

APPROVED:

_____ FOR _____ DAYS

NOT APPROVED: _____

REASON:

ATTEST:

Jason Godnai, Education Minnesota – Cloquet, President	Date
Paul Riess, EMC Benefits Chair	Date
Dr. Michael Cary, Superintendent, ISD #94	Date
Ted Lammi, School Board Chair, ISD #94	Date

**Memorandum of Understanding
Sick Leave Incentive**

WHEREAS, Education Minnesota Cloquet ("EMC") is the exclusive representative for the teachers employed by Independent School District No. 94, Cloquet ("School District"); and

WHEREAS, EMC and the School District have negotiated collective bargaining agreement Master Agreement") for the period of July 1, 2021 through June 30, 2023; and

WHEREAS, EMC and the School District wish to enter into an MOU regarding Sick Leave Incentive, Article XI, Subd. 2.;

NOW THEREFORE, IT IS HEREBY AGREED as follows:

~~A tenured teacher who uses no more than three (3) days in that year will be granted one (1) personal leave day to be used the following year as per Article XII, Section 3. If the teacher elects not to use the personal leave day, he/she will be paid at the rate of \$120.00.~~

A teacher who uses two or fewer sick days in a contract year may sell back three sick days at a rate of \$120 per day or may elect to receive a personal day to be used the following year as per Article XII, Section 3. A teacher who uses only three (3) sick days in a contract year may sell back two (2) sick days at a rate of \$120 per day or elect to receive a personal day to be used the following year as per Article XII, Section 3. If the teacher elects not to use the personal leave day, he/she will be paid at the rate of \$120.00. One personal day will automatically be credited to the teacher unless notification is provided to the Business Office by the last contract day of the school year that they would like to sell back eligible sick days.

If the district opts to discontinue this MOU, the previous contract language that is being struck, as noted above, will be reinstated in contract.

This Agreement shall be in effect for the 2021-2023 school years.

ATTEST:

For Education Minnesota Cloquet

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

For Independent School District No. 94

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

Memorandum of Understanding ECSE Teacher June 2021 Duty Days

WHEREAS, Education Minnesota – Cloquet (“EMC”) and Independent School District No. 94, Cloquet (“District”) are parties to a 2019-21 collective bargaining agreement (“CBA”);

WHEREAS, Article XIV, Section 1 of the CBA specifies the number of teacher duty days in a school year;

WHEREAS, the last teacher duty day of the 2020-21 school year is Friday, June 9, 2021;

WHEREAS, because of the nature of the duties associated with their positions, Early Childhood Special Education (“ECSE”) teachers may need to work on some days between June 10 and June 30, 2021;

WHEREAS, the purpose of this Memorandum of Understanding is to establish the pay and scheduling of such days.

Now, therefore, EMC and the District agree as follows:

1. Prior to the end of the day on June 4, 2021, the ECSE teacher must submit a schedule to the ECSE supervisor/administrator showing the days from June 10 to June 30, 2021 on which the ECSE teacher is requesting to work. Final approval of the schedule is at the discretion of the ECSE supervisor/administrator. The schedule may be modified by the mutual written agreement of the ECSE teacher and ECSE supervisor/administrator.
2. Days worked by ECSE teacher from June 10 to June 30, 2021 pursuant to the approved schedule will be compensated based on the ECSE teacher’s daily rate of pay during the 2020-21 school year.
 - a. If a new teacher contract is not approved as of June 10th, but a tentative agreement with EMC regarding the stretch calendar has been reached, the district will in good faith honor this MOU.
 - b. If a final agreement with an approved stretch calendar is not in place by the expiration of this MOU, ECSE teachers will agree to serve their student case loads sufficient to meet their IEP requirements over July and August at the summer hourly rate of pay within the 2019-2021 teacher contract.
 - i. If a final agreement with an approved stretch calendar is later ratified during prior to or during the 2021-2022 school year, ECSE teachers who worked during July and August will have their hours worked adjusted to match their daily rate of pay and will have their work calendar adjusted to 183.5 days for the school year, consistent with the stretch calendar.
3. The ECSE teacher shall not work or be paid for days worked unless they have been approved by the ECSE supervisor/administrator.
4. This MOU expires on June 30, 2021 at 11:59:59 p.m.

By signing below, the parties acknowledge reading, understanding, and being bound to the terms stated herein.

EDUCATION MINNESOTA – CLOQUET

By _____
Its _____

Date: _____

By _____
Its _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 94, CLOQUET

By _____
Its Board Chair

Date: _____

By _____
Its Board Clerk

Date: _____



Central Administration
509 Carlton Avenue • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
509 Carlton Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
302 14th Street • 218-879-1261 • FAX-879-6941
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.cloquet.k12.mn.us>

Memorandum

TO: Education Minnesota Cloquet
FROM: Dr. Michael Cary, Superintendent
DATE: July 1, 2021
RE: Distance Learning Memorandum of Understanding

This memorandum of understanding entered into between the Independent School District 94 (hereinafter referred to as the district) and Education Minnesota Cloquet (hereinafter referred to as EMC) will outline the agreement regarding distance learning for the period of July 1, 2021 to June 30, 2023. This agreement will expire on June 30, 2023. This agreement shall not establish precedent or acceptable practice beyond the expiration date.

In the event the district desires and chooses to engage in distance learning, the district and its administration will make a good faith attempt to separate sections/classes into seat-based only and distance learning only sections. Where this separation is impractical, as determined by administration, sections/classes may be offered containing both seat-based and distance learning students. In the event that a teacher is asked to perform both the seat-based and distance teaching simultaneously within a section, said teacher would receive \$1000 per blended section per semester.

In the event the district is mandated by state or federal authorities to provide distance learning, the district will maintain its managerial right to schedule courses/sections to best serve the community, as determined by the administration. In the event that a teacher is asked to perform both the seat-based and distance teaching simultaneously within a section, said teacher would receive \$500 per blended section per semester.

In the event a seat-based student is unable to attend class at school district directions for a period of 14 calendar days or less, the student will remain in the seat-based section and be served by the assigned teacher for said section.

In the event distance learning is to be implemented, school administration will communicate regularly regarding sectioning/staffing of courses with EMC leadership and with their building leadership team during the period of this memorandum of understanding.

By signing below, the parties acknowledge reading, understanding, and being bound to the terms stated herein.

EDUCATION MINNESOTA – CLOQUET

By _____
Its _____

Date: _____

By _____
Its _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 94, CLOQUET

By _____
Its Board Chair

Date: _____

By _____
Its Board Clerk

Date: _____

AGREEMENT
INDEPENDENT SCHOOL DISTRICT NO. 94
CONTRACT FOR STUDENT INFORMATION SYSTEMS SPECIALIST

ARTICLE I
PARTIES

The parties to this agreement are Independent School District No. 94, Cloquet, Minnesota (hereinafter referred to as "District"), and Haley Stirewalt (hereinafter referred to as the "Student Information Systems Specialist" or "Employee").

ARTICLE II
TERM

The term of this agreement shall be for the period commencing on **July 1, 2021** and terminating on **June 30, 2023**.

ARTICLE III
BASIC COMPENSATION

The Student Information Systems Specialist's annual compensation shall be set as follows:

Step	1	2	3	4	5	6
2021-22	\$41,697	\$43,261	\$44,824	\$46,388	\$47,952	\$49,515
Hourly Rate	\$20.05	\$20.80	\$21.55	\$22.30	\$23.05	\$23.81
2022-23	\$42,531	\$44,126	\$45,721	\$47,316	\$48,911	\$50,506
Hourly Rate	\$20.45	\$21.21	\$21.98	\$22.75	\$23.51	\$24.28

One step is equivalent to one year of experience. A new step is granted each July 1, until step six is reached. One year of experience is granted for employment starting prior to December 31, in the initial year of employment. An employee starting after December 31, will remain on Step One the following July 1.

Ms. Stirewalt will be on Step 3 on the salary schedule listed above for the 2021-22 school year. Salary is paid on an hourly basis. Authorized overtime (time over 40 hours/week) will be paid at time-and-a-half. Overtime authorization will be made by either the business manager or school superintendent.

ARTICLE IV
DUTY YEAR

The Data Information Specialist's position is a two hundred sixty (260) day contract.

ARTICLE V
BENEFITS

Unless specified differently in this contract, District policies 423.0, 423.1, 423.3, 423.4, and 423.5 are incorporated by reference as part of this agreement and shall not be changed during its duration unless by mutual agreement between the parties.

Vacation: The employee shall receive 24 vacation days per year. Employee may carry over up to five (5) vacation days per year with superintendent’s authorization. Annual vacation days will be prorated if employment is terminated or employee resigns from the position before June 30th. Proration shall be made based on a 260-day work year starting on July 1 and ending on June 30.

Emergency Leave: Emergency leave is described in District policy 423.4. With approval of the superintendent, the employee may use emergency days for district emergency days when school is called off due to inclement weather or for some other reason.

If the employee chooses a single health plan, the District will contribute \$75.00 per month into a post retirement health reimbursement arrangement managed by MidAmerica.

ARTICLE VI
403(b) BENEFITS

Employee may participate in the District’s 403(b) plan. Employees who are eligible to participate in the District’s 403b plan will receive the yearly maximum matching amounts as listed below to a life-time maximum of \$40,000.

Years of Service	Annual District Match		Years of Service	Annual District Match
0 - 3	None		11 - 15	\$ 1,750
4 - 6	\$ 750		16 - 20	\$ 2,000
7 - 10	\$ 1,250		21+	\$ 2,250

ARTICLE VII
OTHER TERMS

It is further agreed, between the Board of Education and the Student Information Systems Specialist that the employee shall faithfully work to the best of his/her ability, accept the employment assignment, and abide by the rules and regulations adopted by the Cloquet Board of Education.

The Student Information Systems Specialist agrees to provide the District at least four (4) weeks of notice prior to leaving this job to accept employment elsewhere. This four-week requirement may be waived upon an alternate agreement with the superintendent.

Dated this _____ day of _____, 2021.

EMPLOYEE

DISTRICT, CHAIR OF BOARD OF EDUCATION

DISTRICT, SUPERINTENDENT OF SCHOOLS



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: School Board of ISD 94
FROM: Dr. Michael Cary, Superintendent
DATE: 7/12/2021
RE: Substitute Teacher Pay

Board Members,

I am recommending the Board increase substitute teacher pay for the 2021-2022 school year to \$150/day and move the position to the district non-union rate sheet. Inclusion on the rate sheet will ensure substitute pay is increased annually by the same percentage as our teacher contract and will protect against substitute pay rates falling below a reasonable rate.

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Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
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MEMORANDUM

TO: School Board of ISD 94
FROM: Dr. Michael Cary, Superintendent
DATE: 7/12/2021
RE: Substitute LPN/COTA Pay

Board Members,

I am recommending the Board increase substitute LPN/COTA pay for the 2021-2022 school year to \$19.89/hr. Our current LPN substitute pay rate is at \$14.40/hr. Last year's rate was more than \$2/hr less than our starting paraprofessional rate, was almost \$6/hr less than our starting LPN pay rate, and is far below the typical pay rate for LPNs in a clinical setting. The proposed pay rate places LPN/COTA substitutes at the same pay rate for 2021-22 as paraprofessionals at the top of the salary schedule and \$0.71 less per hour than starting LPNs within the district. The goal of increasing the sub rate is to assist the health office in securing substitutes for our LPNs/medical assistants to meet student health needs throughout the school year.

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CLASSIFICATION AND WAGE SCALE FOR NONLICENSED PERSONNEL - NON UNION

Position	2021-22 SALARY (per hour)	2022-23 SALARY (per hour)
SIGN LANGUAGE INTERPRETER SUBSTITUTES	14.65	14.94
ESL TRANSLATION SERVICES	27.74	28.30
SECRETARIAL SUBSTITUTES	12.89	13.15
LPN SUBSTITUTES & COTA SUBSTITUTES	19.89	20.29
INSTRUCTIONAL NON-UNION PARAPROFESSIONALS	14.25	14.54
POWER LUNCH COORDINATOR	17.66	18.02
PARAPROFESSIONAL & INDIAN EDUCATION SUBSTITUTES	13.36	13.63
PARAPROFESSIONAL SUMMER SCHOOL	17.37	17.71
HEAD ELECTION JUDGES	14.37	14.66
ELECTION JUDGES	11.49	11.72
BUS SUPERVISION: Per A.M./P.M. Supervision PER EVENT	9.63	9.82
STREET CROSSING GUARD: Per A.M./P.M. Supervision PER EVENT	9.63	9.82
CLEANING NIGHT SWEEPERS		
- Substitutes	12.30	12.55
CUSTODIAN SUBSTITUTES	12.69	12.95
GROUNDS KEEPER / EQUIPMENT MAINTENANCE II	16.24	16.56
GROUNDS KEEPER / EQUIPMENT MAINTENANCE I	14.30	14.59
CASUAL LABOR (Other)	12.30	12.55
CASUAL LABOR (High School Students & OJT: 18 years of age and older)	Min Wage	Min Wage
CASUAL LABOR (High School Students & OJT: Under 18 years of age)	Min Wage	Min Wage
ADULT FOOD SERVICE HELPERS		
- New employees hired after August 1, 1991		
- Category I (180 day Probation)	12.30	12.55
- Category II	12.94	13.20
SUBSTITUTE COOK OR BAKER	15.75	16.06
SUBSTITUTE HELPER	11.04	11.26
SUBSTITUTE TRUCK DRIVER	14.06	14.34
PART-TIME SECRETARIAL (NON-UNION)	13.20	13.46
SUBSTITUTE TEACHERS (DAILY RATE)	150.00	153.00

This wage scale is effective July 1, 2021, for Casual Labor, Substitutes, and OJT, but only current full-year employees will receive retroactive pay increases.

Board Approved: