

# Cloquet Public Schools

## Regular Meeting

Monday, August 8, 2022 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**

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### I. Roll Call

### II. Pledge of Allegiance

### III. Consider Approval of Board Agenda

1. August 8, 2022 School Board Agenda

4

### IV. Consider Approval of School Board Minutes

1. July 11, 2022 School Board Meeting Minutes

7

### V. Open Forum and Reception of Delegations, Petitions, and Communications

1. Building and Department Reports

11

### VI. Claims, Hand Checks, Treasurer's Reports, Investment Reports and Wire Transfers

1. Claims, July 21, 2022

15

2. Claims, August 3, 2022

19

3. Hand Checks, July 14, 2022

22

4. Hand Checks, July 21, 2022

24

5. Treasurer's Report, April 2022

26

6. Investment Report, April 2022

27

### VII. Consent Items

#### 1. Resignation Letters

- a. 0.5 FTE Academic Interventionist Teacher with CAAEP (Cortnee DeFoe)

- b. 0.5 FTE Science Teacher at CAAEP (Christian Fraser)

- c. 6.5 hrs/day Consistent Support Paraprofessional at Churchill Elementary (Jodi Bottila)

- d. 6.5 hrs/day AIE Tutor at Washington Elementary (Nicole Skramstad)

- e. 24.5 hr/week ECSE Paraprofessional (Amanda Wilson)

- f. After School Enrichment Program Manager with Community Education (Kim Werhan)

30

#### 2. Recommendations for Employment

- a. 1.0 FTE DCD M/M Special Education Teacher (Jodi Lorenz) Pending Appropriate Licensure

31

- b. 6.5 hrs/day DCD M/M Paraprofessional at Cloquet High School (Kerrissa Eggert)

32

- c. 6.5 DCD SP Special Education Paraprofessional at Cloquet High School (Ashley Barnes)

33

- d. 6.75 hrs/day Setting IV Paraprofessional at Northern Lights Academy - Carlton (Heather McCall)

34

- e. 6.75 hrs/day Setting IV Paraprofessional at Northern Lights Academy - Carlton (Rachel Holsbeck)

35

- f. 25-30 hrs/week School Readiness Classroom Assistant (Kayli Crowe)

36

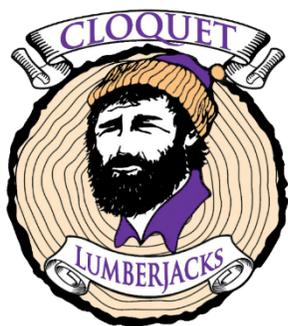
- g. 3.5 hrs/day Food Service Staff at Cloquet Middle School (Jennifer Clark)

37

h. Adult Enrichment Instructor for Community Education (Alyssa Swanson)	38
i. Youth Program Coordinator with Community Education (Joli Bilden)	39
j. Parent Education Teacher with Community Education (Kelly Copenhaver) pending appropriate licensure	40
k. Wrap Around Care Classroom Assistant with Community Education (Natalie Hoffman) pending successful background check	41
<b>3. Extra Service Contracts</b>	
a. Department Leads/Team Leaders through CLSD Grant at Cloquet High School (J. Ojanen, J. Santti, M. Kilroy and D. Topping)	42
b. Additional Fall Musical and Coaching Staff (see attached)	43
c. Girls' Basketball Summer Coaching (see attached)	44
d. 2022-2023 Extra Services Contracts for the High School (see attached)	45
e. 2022-2023 World's Best Workforce Coordinator (Bekki Morrison)	46
f. Technology Integration Specialist (Bekki Morrison)	47
<b>4. Permission to Post</b>	
a. 0.5 FTE Academic Interventionist Teacher at CAAEP	48
b. 0.5 FTE Science Teacher at CAAEP	49
c. 6.75 hrs/day EBD (Cafe') Paraprofessional at Churchill Elementary	50
d. 6.5 hrs/day Consistent Support Paraprofessional at Churchill Elementary	51
e. 24.50 hrs/week ECSE Paraprofessional	52
f. 6.5 hrs/day AIE Tutor at Washington Elementary	53
g. After School Enrichment Program Manager with Community Education	54
h. 3.5 hrs/day Food Service Staff at Cloquet Middle School	55
i. ECFE/School Readiness Classroom Assistant	56
<b>5. Staffing Adjustments</b>	
a. Increase in FTE from 0.4 FTE to 0.6 FTE English Teacher to Cover for 1 Year Leave of Absence for the 2022-2023 School Year (Lauren Empson)	57
b. Updated Shared FTE for Physical Education Teacher Shared with Cloquet Schools and NLA (Jared Anderson)	58
<b>VIII. Agenda Addendums</b>	
<b>IX. New Business</b>	
1. Consider Approving the 2022-2024 AFSCME Secretarial Contract	59
2. Consider Approving the 2022-2025 Principals' Contract	109
3. Consider Approving the Resolution Appointing Candace Nelis as a Trustee to the Minnesota School District Liquid Asset Fund Plus Effective November 1, 2022 until June 30, 2025	154
4. Consider Approving the Rate Change for Li'l Lumberjacks and Li'l Thunder	155
5. Consider Approving the 2022-2023 Lease Agreement Zion Lutheran Church	156
6. Consider Approving the Agreement with Northern Lights Academy for Technology Support	164
7. Consider Approving the Agreement with Northern Lights Academy for Nursing Support	165
8. Consider Approving the 2022-2023 Milk Bid with Kemps (with an option to renew for an additional 4 years)	166
9. Consider Approving the 2022-2023 Snow Removal Bid RFQ	173
10. Consider Approving the 2022-2023 Schoology LMS Subscription Renewal	182
11. Consider Approving the Transportation of Children and Youth in Foster Care Placement Agreement with St. Louis County	184
12. Consider Approving the Transportation of Children and Youth in Foster Care Placement Agreement with Carlton County	190
13. Consider Approving the Memorandum of Understanding with Fond du Lac Tribal and Community College Regarding Student Teachers and Field Experience	195

14. Consider Approving the 2022-2023 Just Dental Memorandum of Understanding	201
15. Consider Approving the 2022-2023 Non-Union Rate Sheet (with EM-C 2% Increase)	205
<b>X. Superintendent's Report</b>	
1. Negotiations Update	
2. Back to School Planning	
3. Technology Network Upgrade	
4. Adult Meal Rate Change	
5. Corrected Resolution Regarding Depositories of Funds	
<b>XI. For Your Information</b>	
1. Internal Transfer of Paraprofessional to 6.75 hrs/day Technical Support Paraprofessional (H. Meisner)	206
2. Increase in Adult Meal Rate Based on State Guidelines	207
3. Updated 2022-2023 Depositories for Funds Resolution (corrected from the previous meeting)	208
4. Corrected Extra Service Amount for Department Lead Teachers	209
<b>XII. Upcoming Meetings/Events</b>	
1. Monday, August 22, 2022 - Regular School Board Meeting 5:30 p.m. Working Session 6:00 p.m. Regular Meeting	
2. Tuesday, August 30, 2022 - AFSCME Paraprofessional Negotiations - 4 p.m. - Boardroom	
3. Wednesday, August 31, 2022 - JOM/LIEC Meeting - 5:30/6:00 p.m. - Location TBD	
4. Monday, September 12, 2022 - Curriculum Committee Meeting - 4 p.m. - Boardroom	
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6. Tuesday, September 13, 2022 - DAC Meeting - 4 p.m. - Boardroom	
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## **I. Roll Call**

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## **V. Open Forum and Reception of Delegations, Petitions, and Communications**

1. Building and Department Reports

## **VI. Claims, Hand Checks, Treasurer's Reports, Investment Reports and Wire Transfers**

1. Claims, July 21, 2022
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### **1. Resignation Letters**

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- b. 0.5 FTE Science Teacher at CAAEP (Christian Fraser)
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### 3. *Extra Service Contracts*

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- b. Additional Fall Musical and Coaching Staff (see attached)
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## VIII. **Agenda Addendums**

### IX. **New Business**

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### X. **Superintendent's Report**

1. Negotiations Update
2. Back to School Planning
3. Technology Network Upgrade
4. Adult Meal Rate Change
5. Corrected Resolution Regarding Depositories of Funds

**XI. For Your Information**

1. Internal Transfer of Paraprofessional to 6.75 hrs/day Technical Support Paraprofessional (H. Meisner)
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**XIII. Adjournment**

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July 11, 2022

Board Chair Ted Lammi called the working session to order at 5:32 p.m.

Topics discussed:

Dr. Cary reviewed the upcoming agenda including the annual legal designation resolutions for the new fiscal year. A discussion was held about the possible fund raiser with a BP gas spirit pump. Dr. Cary informed the board that Washington Elementary received the MDE 2022 sustaining exemplar school PBIS award this year and congratulated them for their work. He gave an update on contract negotiations and Carlton's cooperating school district confirmation with CAAEP for 2022-23. Dr. Cary also provided information about a leave of absence request. A board member asked about yearly new business items and a discussion was held about timing of those resolutions. There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 5:49 p.m.

July 11, 2022

The Regular Meetings of the School Board of Independent School District No. 94, in the City of Cloquet on July 11, 2022, was called to order by Board Chair T. Lammi at 6:00 p.m.

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

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

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- T.J. Smith, Technology Director
- Ashlee Lennartson, EMC Teacher Representative
- Candace Nelis, Business Manager
- Jana Peterson, Pine Knot Representative
- Jake Przytarski, Pine Journal Representative
- Steve Battaglia, High School Principal

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

**APPROVAL OF BOARD AGENDA**

- RESOLVED by T. Lammi to approve the amended July 11, 2022, regular board agenda adding the words “pending appropriate licensure” to the hire of ECSE Teacher, Jenna Lund. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yeas vote of all members present via a roll call vote.

**APPROVAL OF MEETING MINUTES**

- RESOLVED by G. Huard to approve the June 27, 2022, school board meeting minutes, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yeas vote of all members present via a roll call vote.

**OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS**

- Building and Department Reports were reviewed. C. Nelis, Business Manager, told the board she was working with the auditors to set a date for the annual audit.

**CONSIDER APPROVAL OF CLAIMS, HAND CHECKS, AND WIRES**

- RESOLVED by K. Scarbrough to approve Hand Checks, June 30, 2022;, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yeas vote of all members present via a roll call vote.

**CONSENT ITEMS**

- RESOLVED by N. Sandman to approve the Consent Items, as amended.

**1. Terminations:**

- a. Mark Cooper, Paraprofessional, effective July 12, 2022
- b. Patrick Marciniak, Paraprofessional, effective July 12, 2022

**2. Resignations:**

- a. Linnea Barto, After School Enrichment Coordinator with Community Education effective August 5, 2022

**3. Recommendations of Employment:**

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a. Leah Carlson	1.0 FTE Academic Intervention Teacher	BA+20/5	8/23/22
b. Nathan Knutson	1.0 FTE EBD Teacher at NLA pending licensure	BA 2	8/24/22
c. Jenna Lund	1.0 FTE ECSE Teacher pending licensure	MA 3	8/23/22
d. Julie Brown	6.75 hrs/day 1:1 Para at NLA Our Saviors pending successful background check	Step 1	8/29/22
e. Rod Syck	Extended Day Services (not to exceed 160 hrs)	\$34.95/hr	2022-2023
f. Angela Garbett	Extended Day Services (not to exceed 90 hrs)	\$34.95/hr	2022-2023
g. Sue Thomason	EDHS Coordinator (70 hours)	current rate	2022-2023

**4. Extra Services Contracts**

a.	Volunteer and Fall Coaches paid through activity accounts (see attached)		
b.	Ashley Keppers	7/8 <sup>th</sup> Grade Volleyball Coach	Rescind Contract
c.	Katherine Nistler	7/8 <sup>th</sup> Grade Volleyball Coach	\$2475
d.	Rick Sievert	Churchill School Patrol Advisor	\$1,943
e.	Jason Godnai	Washington School Patrol Advisor	\$971.50
f.	Darrin Johnson	Washington School Patrol Advisor	\$971.50
g.	Courtney Olin	Churchill Instructional Computer Coordinator	\$2,803
h.	Tyler Olin	Wash Instructional Computer Coordinator	\$2,803
i.	Andrea Cacek	CMS Technology Coordinator	\$2,803
j.	Building Leadership Team – District wide (see attached)		\$2,238 ea.
k.	Nicole Vegar	CMS CLSD Teacher Lead	\$2,138
l.	Nicole Ojanen	CMS CLSD Teacher Lead	\$2,138
m.	Stef Biebl	CMS CLSD Teacher Lead	\$2,138
n.	Lisa Hietala	CMS Yearbook Co-Advisor	\$971.50
o.	Lynsee Wanous	CMS Yearbook Co-Advisor	\$971.50
p.	Angela Garbett	CAAEP Student Council Co-Advisor	\$1,126.00
q.	Leah Lee	CAAEP Student Council Co-Advisor	\$1,126.00
r.	Sue Thomason	CAAEP Yearbook Advisor	\$1,943.00
s.	Rod Syck	6 <sup>th</sup> Period Stipend	\$4,994.00
t.	Gregg Dold	6 <sup>th</sup> Period Stipend	\$4,994.00

**5. Permission to Post**

- a. 0.6 FTE Long Term Substitute English Teacher at CAAEP for the 2022-2023 School Year
- b. After School Enrichment Coordinator with Community Education

D. Battaglia seconded the motion, and the resolution was approved by unanimous yeas vote of all members present via a roll call vote.

**SCHOOL BOARD COMMITTEE REPORT**

- T. Lammi presented a closed session report from the June 27, 2022, evaluation of Superintendent Dr. Michael Cary.

**AGENDA ADDENDUMS**

- None were presented

**NEW BUSINESS**

- RESOLVED by G. Huard to approve the one year leave of absence of a 0.6 FTE English Teacher at CAAEP, Rylee Martin, for the 2022-2023 school year, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

- RESOLVED by N. Sandman to approve the renewal of the clinical experience teaching affiliation agreement with the University of Minnesota, Duluth (College of Education and Human Services Professions), 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 K. Scarbrough to approve the BP Spirit gas pump, as presented. T. Lammi seconded the motion. Further discussion was held about the fund raiser and the board decided they needed more information and a contract before they would approve it. The resolution failed by unanimous nay vote of all members present on roll call.
- RESOLVED by G. Huard to approve the 2022-2023 designation of official newspaper to the Pine Knot, 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 K. Scarbrough to approve the 2022-2023 school board committee representation with one change to the building and ground subcommittee. G. Huard will take the place of K. Scarbrough on that subcommittee. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by G. Huard to approve the 2022-2023 school board “adopted” schools, 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 2022-2023 electronic fund transfers, 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 2022-2023 withdrawal approval of securities pledges, as presented. T. Lammi 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 2022-2023 authorization for utilization of legal firms, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the 2022-2023 depositories for funds, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by M. Juntunen to approve the 2022-2023 authorization to draw and sign orders for payments of salaries, utility bills and other bills, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by M. Juntunen to approve the 2022-2023 new authorization to approve contracts, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

#### **SUPERINTENDENT’S REPORT**

- Dr. Cary covered the topics in the working session.

#### **CLOSED SESSION**

- RESOLVED by G. Huard to approve moving to closed session to discuss allegation against an employee pursuant to MN Statutes section 13D.05, subdivision 2b, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call. The meeting closed at 6:21 p.m. and reopened at 7:17 p.m.

#### **FOR YOUR INFORMATION**

- Washington Elementary received MN Department of Education 2022 sustaining exemplar schools PBIS award.
- Carlton cooperating school district with Cloquet Area Alternative Educational Program (CAAEP).

#### **UPCOMING MEETINGS/EVENTS**

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- Monday, August 22, 2022 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 7:18 p.m.

ATTEST:

\_\_\_\_\_  
Clerk of the School Board

\_\_\_\_\_  
Chair of the School Board

## Department Reports

### Churchill Elementary:

Summer cleaning and projects are on schedule. The large flooring project taking place in the newer building addition is in process and appears to be well on its way to being completed on time. The second round of summer school has started this past week. Attendance has remained positive with 45-50 students attending regularly during the second session. Churchill and Washington will meet on August 8th to review and assign schools to new district elementary students. Churchill recently has two paraprofessional job openings that are currently posted.

Submitted by David Wangen, Churchill Elementary Principal

### Washington Elementary:

-Summer school has resumed as of Monday, August 1<sup>st</sup>. Students were excited to return and are already immersed in some fun and valuable learning!!

-The summer re-cabling project continues to be on track, and we are looking forward to the updated infrastructure!

-Our custodial/cleaning crew has been working extremely hard this summer stripping floors, wax, and doing all the other summer prep to have us ready this fall.

-Finally, despite having another month of vacation, there is a steady stream of teachers coming in and out as they prepare their rooms, curriculum, and schedules for the fall. I am always grateful for our amazing team and their dedication to giving our students the best possible all-around education and experience!

Submitted by Robbi Mondati, Washington Elementary Principal

### Cloquet Middle School:

It is hard to believe August is upon us, and we will welcome our students back to school in another month. CMS office staff has started back and are getting everything ready for our students and staff to have a successful 2022-2023 school year. The classrooms and gym area are all shined up and with just a few more finishing touches for our custodial crew to complete. The only pressing issues are filling a 6<sup>th</sup>-grade and special education long-term sub position. At this time, we do not have any applicants. Hopefully, as we move closer to the beginning of the school year, we will garner some interest in these positions.

Submitted by Tom Brenner, Cloquet Middle School Principal

### Cloquet High School:

- Our hiring is looking good – we've got only 1 paraprofessional position left to fill
- Fall sports are just around the corner – things start Aug. 15
- We're doing a captains training on Aug. 15 – this will be the first of monthly training sessions for our student leaders. We feel that it is important to train the student leaders of all of our respective sports.
- The custodians are working hard to get things ready to welcome back students and staff at the end of the month
- Secretaries and counselors are starting to trickle back in as we put finishing touches on 22-23 preparations

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

CAAEP is hosting 2 weeks of summer school in August:

- We are providing an interdisciplinary, “hands on” class that incorporates math, art and English standards. The student response to this offering has prompted us to provide 2 sessions rather than the 1 we had originally planned for.

The Garfield building is looking very shiny and almost ready for the 2022-23 school year. The cleaners are finishing up floors and other small building needs at this time.

The principal is preparing for the new teachers, non-tenured teachers and mentor meetings coming up in August. This year we will be studying Tom Peacock's book, “To Be Free”, for our cultural competency learnings and “The Little Book of Restorative Justice in Education” and excerpts from the book, “From Behaving to Belonging” for our learnings in behavioral adaptations in school.

The principal is also working on the “Home School “ mailings for parents of the Cloquet District that are continuing to home school for the 22-23 school year.

Submitted by Connie Hyde, CAAEP Principal

Community Education

Age-to-Age

Summer classes have been a big hit in the parks! Close to 100 participants in total have enjoyed these weekly offerings.



Kids Corner

Registration has now opened up for everyone for the 2022-23 school year. As of August 1, there are 155 children enrolled between Churchill and Washington.

ECFE/School Readiness/Screenings

Playground Fund Total is about \$8700! - Cloquet Eagles donated \$2,500 to our playground fund!

Outdoor SR Adventure will be held August 8-12 at Pine Valley.

There are 17 spots available for Early Childhood Screening which takes place the last week of August. All children are required to be screened before entering kindergarten.

Submitted by Erin Bates, Community Education Director

Business Department:

Candace Nelis, Business Manager, will be attending in person

American Indian Education Department:

Greetings School Board Members,

Organizing and inventorying AIE supplies, literature and consumables have been a priority this summer. An abundance of Ojibwe/English elementary books will be the primary focus for Makoons Club and allowing each student to keep the book after reading it and doing a correlating activity. The AIE Director's office is in the process of a transformation to create workspace and shared space with the recently hired Coordinator of Special Education. Paint and furniture should be completed by the first week of September.

The National Indian Education Association Convention and Trade Show will be held October 5-8<sup>th</sup>, 2022 in Oklahoma City, Ok. Cloquet Public Schools will represent by AIE staff attending and bringing youth to enjoy the student track. If any parent committee members or School Board members want more information or to attend, please reach out to Teresa. The packed agenda always has amazing breakout sessions <https://www.niea.org/convention-and-trade-show2-2>.

Yearly Tribal Consultation is set to take place on Monday August 8<sup>th</sup>. This is an opportunity to visit with Fond du Lac leadership and discuss data, strategies to improve programing and create collaborations for our community youth, families and educators.

Louis Abramowski, Cloquet Alumni and Simon Says Give Organizer, has reached out once again to provide backpacks to the AIE Program. More information and pictures will be shared after we accept this donation the second week of August. Miigwech Lou for your contribution and for keeping Cloquet Schools on your radar when opportunities like this arise.

Hope to see everyone soon, take care.

Submitted by Teresa Angell, American Indian Education Director

Building and Grounds

Cloquet High School corridor wall restoration and painting has been completed.

All new cabling for data has been installed at Washington Elementary and is complete.

Construction in progress at Churchill Elementary to replace the failing VCT flooring and worn-out stair treads in the 1992 addition. The VCT tile will be replaced with a rubber flooring product similar to the middle school that will be much less to maintain.

Basketball hoists and curtains at all the schools have been inspected by a licensed vendor. The District will be working on making the recommended repairs in the weeks to come.

A mock OSHA walkthrough was performed at the High School. We decided to wait until the school year starts to do the other schools as they will be in more normal operating conditions.

We completed a custodial equipment and care training/demonstration with the custodial group that highlighted best practices to maintain different pieces of custodial equipment.

Required 3-year asbestos inspections at all sites have been completed and currently awaiting the reports/results.

All bleachers have been inspected by a licensed vendor to ensure safety. The old gym at the high school was the only one that did not pass. We will explore options to repair, replace, or take out of service.

Submitted by Dylan Carlson, Building and Grounds Director

## Technology

The Technology Department has had an interesting last month. We were gearing up to complete our network refresh and the 14<sup>th</sup> street construction cut the fiber lines connecting all the district buildings together. While the fiber was down we started our network refresh. There were some technical difficulties along the way but we have everything up and running. We're putting a few finishing touches on things but everybody is able to work and learn. We already have users commenting that everything is so much faster on the new network. In addition to the new network, we're rolling out new antivirus software across the district, as well as some new software for the CTE lab that they received a grant for. The next 30 days go way too quickly for this department as we get all the devices ready for school to start.

Submitted by T.J. Smith, Technology Director

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$549,096.24
02	Food Services	\$7,173.69
03	Transportation	\$101,045.92
04	Community Services	\$18,997.75
05	Capital Expenditure	\$43,937.96
12	Activities	\$13,153.89
45	OPEB Irrevocable Trust	\$1,104.93
<b>Report Total</b>		<b>\$734,510.38</b>

## 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		97685	17770	Check	1	4780		AIM ELECTRONICS	Yes	No	No	USD	07/25/2022	6,320.00
			97655	17771	Check	1	1264		ASCD	Yes	No	No	USD	07/25/2022	39.18
			97701	17772	Check	1	6414		BATTAGLIA, STEVE	Yes	No	No	USD	07/25/2022	781.76
			97625	17773	Check	1	10346		BOEDIGHEIMER TAMEIRA	Yes	No	No	USD	07/25/2022	34.49
			97648	17774	Check	1	10762		BOZEK BRENDA	Yes	No	No	USD	07/25/2022	295.00
			97705	17775	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	07/25/2022	1,438.77
			97719	17776	Check	1	9348		BULK BOOKSTORE	Yes	No	No	USD	07/25/2022	690.10
			97622	17777	Check	1	08337		CARLTON COUNTY HUMAN SERVICE	Yes	No	No	USD	07/25/2022	48,116.51
			97717	17778	Check	1	9217		CARLTON FOUR SEASONS EVENT C	Yes	No	No	USD	07/25/2022	240.00
			97721	17779	Check	1	9452		CARY, MICHAEL	Yes	No	No	USD	07/25/2022	71.25
			97624	17780	Check	1	1030		CDW GOVERNMENT INC	Yes	No	No	USD	07/25/2022	6,802.07
			97629	17781	Check	1	10417		CHOCOLATEY	Yes	No	No	USD	07/25/2022	4,500.00
			97695	17782	Check	1	55545		CINTAS CORPORATION LOCATION 2	Yes	No	No	USD	07/25/2022	687.32
			97628	17783	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	07/25/2022	3,517.30
			97650	17784	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	07/25/2022	1,759.71
			97651	17785	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	USD	07/25/2022	98,925.64
			97652	17786	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	07/25/2022	3,037.75
			97653	17787	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	07/25/2022	1,184.00
			97678	17788	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	07/25/2022	3,595.00
			97722	17789	Check	1	9578		CONSTELLATION NEWENERGY -GA	Yes	No	No	USD	07/25/2022	3,403.98
			97694	17790	Check	1	5498		DECKER INC SCHOOL FIX	Yes	No	No	USD	07/25/2022	98.34
			97658	17791	Check	1	14301		DEMCO INC	Yes	No	No	USD	07/25/2022	1,106.92
			97700	17792	Check	1	6347		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	07/25/2022	246.67
			97708	17793	Check	1	7920		EMC INSURANCE COMPANIES	Yes	No	No	USD	07/25/2022	203,509.68
			97709	17794	Check	1	8229		ESSE, DAVID	Yes	No	No	USD	07/25/2022	1,004.50
			97707	17795	Check	1	7790		FRONTLINE TECHNOLOGIES GROUF	Yes	No	No	USD	07/25/2022	21,023.28
			97637	17796	Check	1	10751		FRYBERGER LAW FIRM	Yes	No	No	USD	07/25/2022	770.00
			97715	17797	Check	1	9009		GILBERT, SYDNEY	Yes	No	No	USD	07/25/2022	269.69
			97664	17798	Check	1	21450		GOPHER SPORT	Yes	No	No	USD	07/25/2022	50.34
			97654	17799	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	07/25/2022	2,824.90
			97710	17800	Check	1	8441		HALLGREN, EMILY	Yes	No	No	USD	07/25/2022	407.58
			97697	17801	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	07/25/2022	7,317.32
			97699	17802	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	07/25/2022	1,561.92
			97677	17803	Check	1	4002		INFINITE CAMPUS INC	Yes	No	No	USD	07/25/2022	22,788.00
			97727	17804	Check	1	9840		INNOVATIONAL WATER SOLUTIONS	Yes	No	No	USD	07/25/2022	528.40
			97716	17805	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	07/25/2022	2,781.28
			97634	17806	Check	1	10655		INTERNATIONAL LITERACY ASSOCI/A	Yes	No	No	USD	07/25/2022	35.00
			97667	17807	Check	1	25440		ISD #0097 MOOSE LAKE	Yes	No	No	USD	07/25/2022	18,290.57
			97668	17808	Check	1	25840		ISD #0704 PROCTOR PUBLIC SCHO	Yes	No	No	USD	07/25/2022	101,916.00
			97713	17809	Check	1	8666		JAMF SOFTWARELLC	Yes	No	No	USD	07/25/2022	13,932.00
			97680	17810	Check	1	43503		JW PEPPER & SON INC	Yes	No	No	USD	07/25/2022	232.26

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0094	2		97659	17811	Check	1	1729		KAHLSTORF, SHEILA	Yes	No	No	USD	07/25/2022	4.64
			97638	17812	Check	1	10752		KEMI BRITTNEY	Yes	No	No	USD	07/25/2022	50.00
			97675	17813	Check	1	3622		KOLB CONSTRUCTION	Yes	No	No	USD	07/25/2022	392.00
			97712	17814	Check	1	8638		KY INTERPRETING SERVICES	Yes	No	No	USD	07/25/2022	11,700.00
			97673	17815	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	07/25/2022	540.48
			97702	17816	Check	1	6599		LAKE SUPERIOR LAUNDRY	Yes	No	No	USD	07/25/2022	166.31
			97703	17817	Check	1	6673		LAKE SUPERIOR ZOOLOGICAL SOC	Yes	No	No	USD	07/25/2022	546.00
			97639	17818	Check	1	10753		LAMMI LAURA	Yes	No	No	USD	07/25/2022	51.17
			97725	17819	Check	1	9792		LEAF	Yes	No	No	USD	07/25/2022	472.80
			97627	17820	Check	1	10378		LORENZ JODI	Yes	No	No	USD	07/25/2022	50.73
			97640	17821	Check	1	10754		LUND JENNA	Yes	No	No	USD	07/25/2022	229.32
			97669	17822	Check	1	2692		MASSP	Yes	No	No	USD	07/25/2022	1,839.00
			97641	17823	Check	1	10755		MCKIBBON KELLY	Yes	No	No	USD	07/25/2022	1,210.90
			97646	17824	Check	1	10760		MESABI PRESCHOOL ACADEMY	Yes	No	No	USD	07/25/2022	1,490.00
			97676	17825	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	07/25/2022	10,596.01
			97642	17826	Check	1	10756		MN STATE HIGH SCHOOL MATH LEA	Yes	No	No	USD	07/25/2022	600.00
			97666	17827	Check	1	2431		MN UI FUND	Yes	No	No	USD	07/25/2022	1,231.66
			97633	17828	Check	1	10483		MOLLY OVENDEN CREATIVITY LLC	Yes	No	No	USD	07/25/2022	438.00
			97706	17829	Check	1	7693		MONDATI, ROBERTA	Yes	No	No	USD	07/25/2022	224.18
			97635	17830	Check	1	10672		MRI SOFTWARE LLC	Yes	No	No	USD	07/25/2022	8.00
			97670	17831	Check	1	2714		MSBA	Yes	No	No	USD	07/25/2022	10,790.00
			97623	17832	Check	1	10072		MYSTERY SCIENCE INC	Yes	No	No	USD	07/25/2022	2,800.00
			97679	17833	Check	1	41104		NORTHLAND FIRE AND SAFETY	Yes	No	No	USD	07/25/2022	11,682.40
			97636	17834	Check	1	10686		NORTHLAND PIANO LLC	Yes	No	No	USD	07/25/2022	80.00
			97723	17835	Check	1	9654		O'DONNELL SARAH	Yes	No	No	USD	07/25/2022	901.32
			97682	17836	Check	1	4584		ON SITE COMPANIES-OSSDL	Yes	No	No	USD	07/25/2022	423.50
			97674	17837	Check	1	3249		PACK & MAIL STATION	Yes	No	No	USD	07/25/2022	987.79
			97657	17838	Check	1	1326		PAN O GOLD	Yes	No	No	USD	07/25/2022	231.00
			97686	17839	Check	1	4857		PAPPAS, DARLA	Yes	No	No	USD	07/25/2022	100.49
			97714	17840	Check	1	8976		PARCHMENT INC DEPT # 880353	Yes	No	No	USD	07/25/2022	1,855.00
			97656	17841	Check	1	1289		PARK AVE FITNESS	Yes	No	No	USD	07/25/2022	396.00
			97660	17842	Check	1	1913		PERTLER, JILL	Yes	No	No	USD	07/25/2022	825.00
			97630	17843	Check	1	10430		PIER B RESORT	Yes	No	No	USD	07/25/2022	2,500.00
			97663	17844	Check	1	2037		PINE KNOT, LLC	Yes	No	No	USD	07/25/2022	412.00
			97692	17845	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	07/25/2022	1,837.65
			97728	17846	Check	1	9882		PMA ASSET MGMT	Yes	No	No	USD	07/25/2022	1,104.93
			97681	17847	Check	1	44930		PREMIERE THEATRES	Yes	No	No	USD	07/25/2022	1,926.50
			97704	17848	Check	1	6748		PRICE, HARMONI	Yes	No	No	USD	07/25/2022	38.61
			97662	17849	Check	1	2012		READ NATURALLY	Yes	No	No	USD	07/25/2022	3,800.00
			97683	17850	Check	1	47100		RIDDELL/ALL AMERICAN SPORTS CX	Yes	No	No	USD	07/25/2022	10,125.33
			97631	17851	Check	1	10461		ROBBINSDALE AREA SCHOOLS	Yes	No	No	USD	07/25/2022	1,815.75

### 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	97643	17852	Check	1	10757		ROBE SHOP/GRAD GOODS	Yes	No	No	USD	07/25/2022	1,187.05
			97647	17853	Check	1	10761		SALINE KELVIN	Yes	No	No	USD	07/25/2022	700.00
			97687	17854	Check	1	48621		SCHMIDT, LEANNE	Yes	No	No	USD	07/25/2022	46.25
			97632	17855	Check	1	10472		SCHOLASTIC CLASSROOM MAGAZIN	Yes	No	No	USD	07/25/2022	2,722.16
			97645	17856	Check	1	10759		SCHOLASTIC EQUIPMENT COMPAN'	Yes	No	No	USD	07/25/2022	14,302.82
			97644	17857	Check	1	10758		SCHOLASTIC INC	Yes	No	No	USD	07/25/2022	172.60
			97688	17858	Check	1	48980		SCHOOL SPECIALTY LLC	Yes	No	No	USD	07/25/2022	485.22
			97665	17859	Check	1	2300		SHI INTERNATIONAL CORP	Yes	No	No	USD	07/25/2022	1,908.00
			97689	17860	Check	1	50250		SKUTEVIKS FLORISTS	Yes	No	No	USD	07/25/2022	429.59
			97690	17861	Check	1	51968		STACK BROTHERS MECHANICAL CC	Yes	No	No	USD	07/25/2022	15,990.00
			97726	17862	Check	1	9828		STARK TIMOTHY	Yes	No	No	USD	07/25/2022	807.40
			97691	17863	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	07/25/2022	1,697.69
			97693	17864	Check	1	53551		SUPER ONE	Yes	No	No	USD	07/25/2022	579.34
			97724	17865	Check	1	9671		TECHCHECK	Yes	No	No	USD	07/25/2022	6,284.00
			97671	17866	Check	1	2726		TEXTBOOK WAREHOUSE	Yes	No	No	USD	07/25/2022	2,706.00
			97684	17867	Check	1	4751		TKE ELEVATOR CORPORATION	Yes	No	No	USD	07/25/2022	862.40
			97626	17868	Check	1	10359		TKI	Yes	No	No	USD	07/25/2022	240.00
			97718	17869	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	07/25/2022	1,218.51
			97696	17870	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	07/25/2022	6,108.36
			97698	17871	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	07/25/2022	807.40
			97720	17872	Check	1	9440		WICK, MICHELLE	Yes	No	No	USD	07/25/2022	263.25
			97649	17873	Check	1	1080		WILLGOHS, NIKKELYN JAE	Yes	No	No	USD	07/25/2022	825.00
			97711	17874	Check	1	8634		WKLK WMOZ	Yes	No	No	USD	07/25/2022	40.00
			97672	17875	Check	1	2731		YOUNG, HEATHER	Yes	No	No	USD	07/25/2022	537.50
			97661	17876	Check	1	1978		ZELEZNIKAR, JODY	Yes	No	No	USD	07/25/2022	980.89

Bank Total: 2

\$734,510.38

Report Total:

\$734,510.38

## 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	97772	17879	Check	1	9587	ALL STATE COMMUNICATIONS	Yes	No	No	USD	08/08/2022	1,020.00
		97762	17880	Check	1	6078	AMAZON	Yes	No	No	USD	08/08/2022	2,804.53
		97764	17881	Check	1	6516	ANDERSON, HEIDI	Yes	No	No	USD	08/08/2022	2,009.84
		97752	17882	Check	1	4680	ANDREN PAINT COMPANY	Yes	No	No	USD	08/08/2022	975.00
		97757	17883	Check	1	55545	CINTAS CORPORATION LOCATION 2	Yes	No	No	USD	08/08/2022	145.90
		97741	17884	Check	1	11006	CLOQUET SANITARY	Yes	No	No	USD	08/08/2022	1,519.16
		97763	17885	Check	1	6347	EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	08/08/2022	246.67
		97740	17886	Check	1	10751	FRYBERGER LAW FIRM	Yes	No	No	USD	08/08/2022	132.50
		97745	17887	Check	1	21450	GOPHER SPORT	Yes	No	No	USD	08/08/2022	161.00
		97746	17888	Check	1	21951	GREAT LAKES AQUARIUM	Yes	No	No	USD	08/08/2022	15.00
		97743	17889	Check	1	12271	GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	08/08/2022	3,041.25
		97759	17890	Check	1	5684	HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	08/08/2022	5,052.93
		97761	17891	Check	1	5992	HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	08/08/2022	603.01
		97769	17892	Check	1	9072	INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	08/08/2022	360.15
		97737	17893	Check	1	10154	JAMAR COMPANY	Yes	No	No	USD	08/08/2022	215.00
		97747	17894	Check	1	29600	L & M SUPPLY	Yes	No	No	USD	08/08/2022	236.23
		97736	17895	Check	1	10093	LAINE, KATE	Yes	No	No	USD	08/08/2022	28.75
		97750	17896	Check	1	38650	MADISON NATIONAL LIFE INSURANC	Yes	No	No	USD	08/08/2022	8,114.88
		97742	17897	Check	1	1135	MASA	Yes	No	No	USD	08/08/2022	1,330.00
		97760	17898	Check	1	5736	MEDICAREBLUE RX	Yes	No	No	USD	08/08/2022	2,116.00
		97749	17899	Check	1	34186	MENARDS	Yes	No	No	USD	08/08/2022	1,666.87
		97774	17900	Check	1	9687	MILLER ANDREW	Yes	No	No	USD	08/08/2022	1,386.31
		97773	17901	Check	1	9628	MINNESOTA LIFE INSURANCE COMF	Yes	No	No	USD	08/08/2022	18,749.85
		97765	17902	Check	1	6974	OJANEN, JEFF	Yes	No	No	USD	08/08/2022	1,532.44
		97748	17903	Check	1	3249	PACK & MAIL STATION	Yes	No	No	USD	08/08/2022	22.34
		97744	17904	Check	1	1326	PAN O GOLD	Yes	No	No	USD	08/08/2022	154.80
		97751	17905	Check	1	44930	PREMIERE THEATRES	Yes	No	No	USD	08/08/2022	940.00
		97771	17906	Check	1	9288	RASMUSSEN, BRENDA	Yes	No	No	USD	08/08/2022	115.00
		97776	17907	Check	1	9860	RIVERSIDE INSIGHTS	Yes	No	No	USD	08/08/2022	1,854.60
		97738	17908	Check	1	10542	RNR YARDWORKS LLC	Yes	No	No	USD	08/08/2022	4,133.75
		97767	17909	Check	1	8631	RUPP, ANDERSON, SQUIRES & WALI	Yes	No	No	USD	08/08/2022	102.00
		97766	17910	Check	1	7075	SCHOOL HEALTH CORPORATION	Yes	No	No	USD	08/08/2022	214.32
		97755	17911	Check	1	51968	STACK BROTHERS MECHANICAL CC	Yes	No	No	USD	08/08/2022	3,058.32
		97756	17912	Check	1	52404	STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	08/08/2022	447.93
		97754	17913	Check	1	5091	SVL SERVICE CORPORATION	Yes	No	No	USD	08/08/2022	6,776.00
		97739	17914	Check	1	10746	THE SMITH COMPANY	Yes	No	No	USD	08/08/2022	1,974.11
		97753	17915	Check	1	4751	TKE ELEVATOR CORPORATION	Yes	No	No	USD	08/08/2022	862.40
		97770	17916	Check	1	9268	UHL COMPANY INC	Yes	No	No	USD	08/08/2022	25,459.72
		97768	17917	Check	1	9049	UNITED TRUCK BODY CO INC	Yes	No	No	USD	08/08/2022	2,400.00
		97758	17918	Check	1	56350	UPPER LAKES FOODS	Yes	No	No	USD	08/08/2022	2,833.15

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Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	97775	17919	Check	1	9691		VOGEL SCOTT	Yes	No	No	USD	08/08/2022	40.39
														Bank Total: 2	\$104,852.10
														Report Total:	\$104,852.10

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General	\$92,885.72
02	Food Services	\$4,942.22
04	Community Services	\$1,741.34
05	Capital Expenditure	\$1,499.95
12	Activities	\$1,666.87
45	OPEB Irrevocable Trust	\$2,116.00
<b>Report Total</b>		<b>\$104,852.10</b>

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$35,129.54
03	Transportation	\$1,963.70
04	Community Services	\$103.85
05	Capital Expenditure	\$1,350.00
07	Debt Redemption #94	\$1,000.00
47	OPEB Debt Service	\$500.00
<b>Report Total</b>		<b>\$40,047.09</b>

### 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	97620	17758	Check	1	9581	ARCHITECTURAL RESOURCES INC	Yes	No	No	USD	07/14/2022	1,350.00
			97616	17759	Check	1	6134	AT&T MOBILITY	Yes	No	No	USD	07/14/2022	926.27
			97617	17760	Check	1	8653	EVERGREEN LAWN SERVICE	Yes	No	No	USD	07/14/2022	1,951.03
			97618	17761	Check	1	8749	KNUTSEN, JESSICA	Yes	No	No	USD	07/14/2022	342.77
			97615	17762	Check	1	5675	MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	07/14/2022	1,214.51
			97613	17763	Check	1	36651	MINNESOTA POWER	Yes	No	No	USD	07/14/2022	22,667.03
			97619	17764	Check	1	8784	NELIS, CANDACE	Yes	No	No	USD	07/14/2022	53.82
			97612	17765	Check	1	10750	PEDERSON CARTER	Yes	No	No	USD	07/14/2022	103.85
			97610	17766	Check	1	10542	RNR YARDWORKS LLC	Yes	No	No	USD	07/14/2022	6,000.00
			97611	17767	Check	1	10746	THE SMITH COMPANY	Yes	No	No	USD	07/14/2022	1,974.11
			97614	17768	Check	1	4847	US BANK	Yes	No	No	USD	07/14/2022	1,500.00
			97609	17769	Check	1	10453	WEX BANK	Yes	No	No	USD	07/14/2022	1,963.70
Bank Total: 2													\$40,047.09	
Report Total:													\$40,047.09	

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$3,265.75
04	Community Services	\$1,307.09
<b>Report Total</b>		<b>\$4,572.84</b>

### 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	97730	17877	Check	1	01301		NCS PEARSON INC	Yes	No	No	USD	07/21/2022	2,420.00
			97731	17878	Check	1	2721		PRO PRINT	Yes	No	No	USD	07/21/2022	2,152.84
														Bank Total: 2	\$4,572.84
														Report Total:	\$4,572.84

**TREASURER'S REPORT  
INDEPENDENT SCHOOL DISTRICT NO. 94  
APRIL 2022**

FUND	Balance Beginning of Month		Receipts	Disbursements	Balance End of Month		Clerks Balance End of Month
	Cash	Investments			Cash	Investments	
GENERAL	(\$127,098.79)	\$9,875,382.85	\$7,934,429.44	\$7,556,013.85	\$251,316.80	\$10,130,955.04	\$10,382,271.84
FOOD SERVICE	\$623,106.48		\$207,322.52	\$114,852.80	\$715,576.20		\$715,576.20
TRANSPORTATION	(\$417,749.95)		\$0.00	\$201,880.42	(\$619,630.37)		(\$619,630.37)
COMMUNITY SERVICE	\$890,334.07		\$127,383.70	\$160,653.95	\$857,063.82		\$857,063.82
ACTIVITIES	\$588,904.57		\$87,601.37	\$62,487.44	\$614,018.50		\$614,018.50
<b>TOTAL OPERATING</b>	<b>\$1,557,496.38</b>	<b>\$9,875,382.85</b>	<b>\$8,356,737.03</b>	<b>\$8,095,888.46</b>	<b>\$1,818,344.95</b>	<b>\$10,130,955.04</b>	<b>\$11,693,727.80</b>
CAPITAL OUTLAY	\$99,151.43		\$0.00	\$39,784.21	\$59,367.22		\$59,367.22
DEBT REDEMPTION #94	\$1,604,768.78	\$0.00	\$0.00	\$0.00	\$1,604,768.78	\$0.00	\$1,604,768.78
OPEB DEBT SERVICES	(\$231,612.16)	\$0.00	\$0.00	\$0.00	(\$231,612.16)	\$0.00	(\$231,612.16)
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$3,029,804.43</b>	<b>\$9,875,382.85</b>	<b>\$8,356,737.03</b>	<b>\$8,135,672.67</b>	<b>\$3,250,868.79</b>	<b>\$10,130,955.04</b>	<b>\$13,126,251.64</b>
BUILDING FUND	(\$1,820,677.29)	\$1,992,268.52	\$0.00	\$0.00	(\$1,820,677.29)	\$1,991,800.79	\$171,123.50
OPEB IRREVOCABLE TRUST	(\$1,040,707.31)	\$5,564,869.39	\$30,085.97	\$62,199.86	(\$1,072,821.20)	\$5,363,659.65	\$4,290,838.45

**RECONCILEMENT OF TREASURER'S BALANCE WITH BANK**

	Balance Per BANK STATEMENT	Outstanding Checks	Deposits Not Shown on Bank Statement	Other Reconciling Items	Balance Per Treasurer's
US BANK	\$1,274,868.65	\$917,498.81	\$0.00	\$0.00	\$357,369.84
ADD UNDEPOSITED CASH ON HAND					
TREASURER'S BALANCE PER BOOKS					\$357,369.84
				26	

**INVESTMENTS**  
**2021-2022 - FISCAL YEAR**

DATE: APRIL 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 4,460,380.22	0.84%	MSDLAF MAX		DAILY	\$ 1,098.28
\$ 664,924.47	1.69%	MN TRUST CD	3/19/2021	\$ 3,692.31	\$ 94.26
\$ -	1.69%	MN TRUST SEC/DTC			\$ -
\$ -	1.11%	MN TRUST			\$ -
\$ 5,005,650.35		TD AMERITRADE			\$ 13,814.42
<hr/>					
<b>\$ 10,130,955.04</b>	<b>- TOTAL INVESTMENT VALUE</b>				<b>\$ 15,006.96</b>

**TOTAL MONTHLY INTEREST \$ 15,006.96**

YTD TOTAL INTEREST AS OF 4/30/2022 **\$ 73,847.25**  
=====

**\$ 75,000.00 2020-21 BUDGET**

**2020-2021 - FISCAL YEAR**

\$ 12,146,151.87 - TOTAL INVESTMENT VALUE 4/30/2021	\$	92,727.76	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$	111,883.06	- TOTAL INTEREST EARNED FOR FISCAL YR 2020-2021

**INVESTMENTS: FUND 06 CONSTRUCTION  
2021-2022 - FISCAL YEAR**

DATE: APRIL 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 35,997.68	0.87%	MN TRUST	Dividend Reinvest / Bank Fee	\$	5.17
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ -		EHLERS / Ameritrade-LTFM		\$	-
\$ 1,955,803.11		EHLERS / Ameritrade CAP FAC			(238.03)
<b>\$ 1,991,800.79</b>		<b>- TOTAL CONSTRUCTION FUND INVESTMENT VALUE</b>			
		<b>TOTAL MONTHLY INTEREST</b>			<b>\$ (232.86)</b>

YTD TOTAL INTEREST AS OF 4/30/2022 \$ 14,663.26  
=====  
\$ 25,000.00 2020-21 BUDGET

2020-2021 - FISCAL YEAR

\$ 2,070,218.30 - TOTAL INVESTMENT VALUE 4/30/2021	\$ (1,891.60) - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ (2,248.68) - TOTAL INTEREST EARNED FOR FISCAL YR 2020-2021

**INVESTMENTS: FUND 45 OPEB  
2021-2022 - FISCAL YEAR**

DATE: APRIL 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 28,605.10	1.76%	MN TRUST CD	6/30/2020	\$ 1,058.13	\$ -
\$ 249,504.45	1.46%	MN TRUST CD	6/30/2020	\$ 2,030.07	\$ -
\$ 495,176.25	2.74%	MN TRUST CD	9/28/2020	\$ 26,217.16	\$ -
\$ 240,693.75	1.86%	MN TRUST CD	10/16/2020	\$ 13,351.61	\$ -
\$ 249,445.47	3.36%	MN TRUST CD	12/7/2020	\$ 15,762.88	\$ -
\$ 1,256,300.16	2.83% - 3.04%	MN TRUST CD	1/28/2021	\$ 27,785.51	\$ -
\$ 52,490.00	1.98% - 2.28%	MN TRUST SEC/DTC			
\$ -	0.87%	MN TRUST MN TRUST	Dividend Reinvest / Bank Fee Trade Interest-Security Sale / DTC		\$ (16.70)
\$ 2,791,444.47		ASSOCIATED BANK	Dividend / BankFee / Interest		\$ 3,336.41
\$ -		MID AMERICA			\$ -
<u>\$ 5,363,659.65</u>		<b>- TOTAL INVESTMENT VALUE</b>			

**TOTAL MONTHLY INTEREST**

\$ 3,319.71

YTD TOTAL INTEREST AS OF 4/30/2022

\$ 96,311.50  
=====

\$ 100,000.00 2020-21 BUDGET

2020-2021 - FISCAL YEAR

\$ 5,515,157.46 - TOTAL INVESTMENT VALUE 4/30/2021

\$ 170,615.24 - TOTAL INTEREST  
EARNED LAST YEAR  
THRU THIS MONTH

\$ 174,293.64 - TOTAL INTEREST  
EARNED FOR  
FISCAL YR 2020-2021

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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent  
**DATE:** July 19, 2022  
**FROM:** Erin Bates, Community Education Director  
**RE:** Resignation

**Please accept the resignation of Kim Werhan as After School Enrichment Program Manager for Community Education.**

**END DATE: July 13, 2022**

**“Employment is subject to Cloquet School Board Approval”**



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Cloquet Area Alternative Education	302 14th St	218.879.0115
Community Education	2001 Washington Ave	218.879.1261

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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 26, 2022

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Jodi Lorenz as a 1.0 FTE Special Education Teacher (DCD M/M) at Cloquet High School for the 2022-2023 school year, pending appropriate licensure.

RATE OF PAY: BA Step 5

TOTAL COST: Per Contract

HOURS TO BE WORKED: 8 hours/day, Monday - Friday

STARTING DATE: August 25, 2022

LENGTH OF CONTRACT: 2022-2023 School Year

POSTED: Yes

REASON FOR HIRE: Vacancy

RATIONALE FOR HIRE: Jodi has extensive experience in our district and has taught in multiple capacities at CHS. Jodi has the necessary skills to be successful in this position. Hire is contingent on successfully obtaining an OFP.

(Employment is contingent upon Cloquet School Board approval)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 26, 2022

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Kerrissa Eggert as a 6.5 hour/day DCD M/M paraprofessional at Cloquet High School for the 2022-2023 school year.

RATE OF PAY: Paraprofessional Step 1

TOTAL COST: Per Contract

HOURS TO BE WORKED: Monday - Friday

STARTING DATE: August 29, 2022

LENGTH OF CONTRACT: 2022-2023 School Year

POSTED: Yes

REASON FOR HIRE: Vacancy

RATIONALE FOR HIRE: Kerrissa has applicable experience working with kids.  
We think she'll be an asset to CHS.

(Employment is contingent upon Cloquet School Board approval)



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Community Education	2001 Washington Ave	218.879.1261

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: August 2, 2022

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of Ashley Barnes as a 6.5 hour/day DCD S/P paraprofessional at Cloquet High School for the 2022-2023 school year.

RATE OF PAY: Paraprofessional Step 1

TOTAL COST: Per Contract

HOURS TO BE WORKED: Monday - Friday

STARTING DATE: August 29, 2022

LENGTH OF CONTRACT: 2022-2023 School Year

POSTED: Yes

REASON FOR HIRE: Vacancy

RATIONALE FOR HIRE: Ashley has applicable experience working with in schools. We think she'll be an asset to CHS.

(Employment is contingent upon Cloquet School Board approval)



Northern Lights Academy Cooperative #6096-52  
302 14<sup>th</sup> Street ~ Cloquet MN 55820  
Office Phone ~ 218-878-3060  
Fax ~ 218-878-3061

Barb Mackey, Asst. Special Education Director  
[bmackey@nlacoop.org](mailto:bmackey@nlacoop.org)

TO: Dr. Michael Cary, Cloquet Superintendent  
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director  
DATE: August 3, 2022  
RE: Recommendation for Employment

I am recommending the employment of Ms. Heather McCall to fill the posted paraprofessional position at Northern Lights Academy Cooperative #6096-52 at the Carlton building for the 2022-2023 school year.

RATE OF PAY: Step 1 of the 2021-2022 Paraprofessionals' Master Agreement  
TOTAL COST: \$17.41 per hour \* will update when the new agreement is approved.  
HOURS TO BE WORKED: 6.75 hours/day (Monday-Friday)  
START DATE: August 22, 2022  
LENGTH OF CONTRACT: On going  
BUDGETED CURRENT YEAR: Yes  
POSTED: Yes, internally and externally.  
RATIONALE FOR HIRE:

NLA is recommending Ms. McCall to fill the open paraprofessional position at the Northern Lights Academy setting IV program at the Carlton building. Ms. McCall has great references and life experiences which qualify her for the position. We are excited to have her work with our students! There are a couple more candidates who we are interviewing for other open positions.

(Employment is contingent upon Cloquet School Board approval.)



Northern Lights Academy Cooperative #6096-52  
302 14<sup>th</sup> Street ~ Cloquet MN 55820  
Office Phone ~ 218-878-3060  
Fax ~ 218-878-3061

Barb Mackey, Asst. Special Education Director  
[bmackey@nlacoop.org](mailto:bmackey@nlacoop.org)

TO: Dr. Michael Cary, Cloquet Superintendent  
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director  
DATE: August 3, 2022  
RE: Recommendation for Employment

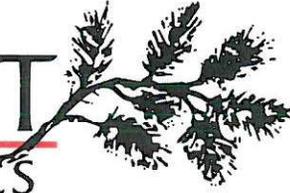
I am recommending the employment of Ms. Rachel Holsbeck to fill the posted paraprofessional position at Northern Lights Academy Cooperative #6096-52 at the Carlton building for the 2022-2023 school year.

RATE OF PAY: Step 1 of the 2021-2022 Paraprofessionals' Master Agreement  
TOTAL COST: \$17.41 per hour \* will update when the new agreement is approved.  
HOURS TO BE WORKED: 6.75 hours/day (Monday-Friday)  
START DATE: August 22, 2022  
LENGTH OF CONTRACT: On going  
BUDGETED CURRENT YEAR: Yes  
POSTED: Yes, internally and externally.  
RATIONALE FOR HIRE:

NLA is recommending Ms. Holsbeck to fill the open paraprofessional position at the Northern Lights Academy setting IV program at the Carlton building. Ms. Holsbeck has great references and life experiences which qualify her for the position. We are excited to have her work with our students! There are a couple more candidates who we are interviewing for other open positions.

(Employment is contingent upon Cloquet School Board approval.)

# CLOQUET PUBLIC SCHOOLS



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Community Education	2001 Washington Ave	218.879.1261

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 2, 2022

RE: **REQUEST TO HIRE**

---

We are recommending that Kayli Crowe be hired as a School Readiness Classroom Assistant for the Early Childhood Family Education/School Readiness program.

Rate of Pay: \$15.15

Hours Worked: 25-30 Hours/Week

Start Date: August 2022

Length of Contract: Ongoing

Reason for Hire: Current assistant resigned in June 2022.

Qualifies for Benefits: No

\*Employment is subject to Cloquet School Board approval



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>

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## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent  
**FROM:** Beth Dohnansky, Food Service Director  
**DATE:** August 3, 2022  
**RE:** Recommendation for Employment

I am recommending the employment of Jennifer Clark as a Food Service Staff at Cloquet Middle School pending a background check.

<b>RATE OF PAY:</b>	\$16.68 per hour
<b>HOURS TO BE WORKED:</b>	3.5 Hours/Day (Monday –Friday)
<b>START DATE:</b>	August 30, 2022
<b>LENGTH OF CONTRACT:</b>	Ongoing
<b>BUDGETED CURRENT YEAR:</b>	Yes
<b>POSTED:</b>	Posted, internally and externally
<b>RATIONALE FOR HIRE:</b>	Jennifer has knowledge of food service operation and work experience in the field. She will be a great addition to the Middle School Food Service team.

(Employment is contingent upon Cloquet School Board approval.)

BD: mm

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## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent  
**DATE:** July 11, 2022  
**FROM:** Erin Bates, Community Education Director  
**RE:** Hiring of Alyssa Swanson

**I am recommending that Alyssa Swanson be hired as an Adult Enrichment Instructor for Cloquet Community Education.**

**RATE OF PAY:** TBD fee per student

**HOURS TO BE WORKED:** up to 10 hours a week.

**STARTING DATE:** July 1, 2022

**LENGTH OF CONTRACT:** Ongoing

**BUDGETED CURRENT YEAR:** Yes

**REASON FOR HIRE:** To instruct Community Education classes

**QUALIFIES FOR BENEFITS:** No

**“Employment is subject to Cloquet School Board Approval”**

# MEMORANDUM

**TO:** Dr. Michael Cary, Superintendent  
**DATE:** July 29, 2022  
**FROM:** Erin Bates, Community Education Director  
**RE:** Hiring of Joli Bilden

I am recommending that Joli Bilden be hired as the Youth Program Coordinator for ASE.

**RATE OF PAY:** \$23.35

**HOURS TO BE WORKED:** 24 week/school year, some additional in summer

**STARTING DATE:** 8/16/22

**LENGTH OF CONTRACT:** Ongoing

**BUDGETED CURRENT YEAR:** Yes

**REASON FOR HIRE:** Resignation

**QUALIFIES FOR BENEFITS:** 2 personal, 2 sick

**“Employment is subject to Cloquet School Board Approval”**

# CLOQUET PUBLIC SCHOOLS



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 8, 2022

RE: **REQUEST TO HIRE**

---

We are recommending that Kelly Copenhaver be hired as the Early Childhood Family Education Parent Educator for the Early Childhood Family Education/School Readiness program.

Rate of Pay: \$29.30

Hours Worked: 15-20 hours per week

Start Date: August 23, 2022

Length of Contract: 1 year, Contingent upon Out of Field Permission application acceptance

Reason for Hire: 2021/2022 Out of Field Permission expired, and no new applicants responded after posting the position for 60 days.

Qualifies for Benefits: No

\*Employment is subject to Cloquet School Board approval



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Community Education 2001 Washington Ave	218.879.1261

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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 2, 2022

RE: **REQUEST TO HIRE**

---

We are recommending that Natalie Hoffman be hired as a ECFE/SR/Wrap Around Care Classroom Assistant for the Early Childhood Family Education/School Readiness program.

Rate of Pay: \$15.15

Hours Worked: 30-35 Hours/Week

Start Date: August 2022

Length of Contract: Ongoing

Reason for Hire: Due the addition of Wrap Around Care merging under the ECFE/SR

Qualifies for Benefits: No

\*Employment is subject to Cloquet School Board approval



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Community Education	2001 Washington Ave	218.879.1261

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 14, 2022

RE: **Extra Service Contracts for the CLSD Grant, Pay out of line 185**

Jeff Ojanen	\$2,138
Jessica Santti	\$2,138
Michelle Kilroy	\$2,138
Dara Topping	\$2,138

\*These amounts come from Department Heads/Team Leaders pg. 43 of Teacher Contract

To: Superintendent Cary and ISD #94 School Board Members  
 From: Paul Riess, Activities Director  
 Date: July 18th, 2022  
 Re: 2022-2023 Fall Contracts

Please approve the additional coaches in red for the fall season

SPORT	POSITION	NAME	DATES	AMOUNT
Girls soccer	Assistant coach	Ally Rahkola	8/15/2022-11/4/2022	\$600

This individual will be paid out of soccer activity account

Musical

These individuals will be paid out of the musical activity account

Set Construction	Rich Brummer	9/6/22-11/20/22	\$1,500
Choreography	Suzy Goodin	9/6/22-11/20/22	\$1,200
Set assistant	Anita Johnson	9/6/22-11/20/22	\$750
Vocal Coach	Gail Hamre	9/6/22-11/20/22	TBD
Publication	Chandra Allen	9/6/22-11/20/22	\$650
Pianist Accompaniment	Liz Sinisalo	9/6/22-11/20/22	TBD
Asst Director	Corey Hunt	9/6/22-11/20/22	\$1,000
Choreography		9/6/22-11/20/22	TBD
Set Construction	Al Woodward	9/6/22-11/20/22	TBD
Asst Director	Laura Schuster	9/6/22-11/20/22	TBD
Asst Director	Rhonda Card	9/6/22-11/20/22	TBD
Sound and lights	Joan Hakala	9/6/22-11/20/22	volunteer
Sound and lights	Jim Price	9/6/22-11/20/22	volunteer

**From the Desk of:**

**Paul Riess  
Activities Director  
Cloquet Senior High School  
1000 18<sup>th</sup> 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 : \$500
- Zoe Bystrom: \$600
- Katie Hughes: \$700
- Dan Danielson: \$700
- Madelynn Young: \$700

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

PR




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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 21, 2022

RE: **RECOMMENDATION FOR CHS 2022-2023 EXTRA SERVICES CONTRACTS**

---

I am recommending extra services contracts for Cloquet High School be issued for the following positions for the 2022-2023 school year.

Activity	Name	** Amount (\$)
ADVISORS:		
Senior Class Advisor	Brenda Gigliotti	2,585
Senior Class Advisor	Shelley Robideaux	2,585
Junior Class Advisor	Chandra Allen	2,261
Student Council	Nicole Lackas	1,126
Student Council	Nicole Sandman	1,126
National Honor Society	Chandra Allen	2,252
INSTRUCTION:		
Math Team	Kevin Brenner	1,555
Mock Trial	Corinne Gornick-Heehn	2,059
First Robotics	Cheyenne Deters	5,500
Knowledge Bowl	Bret Baker	2,252
JOURNALISM:		
Yearbook Advisor	Steve Polkowski	5,500
MUSIC:		
Pep Band	Kevin Huseth	4,532
Vocal	Rhonda Card	1,943
Link Crew	Sara Prosen	2,252
Auditorium Manager	John Justad	6,000

\*\* Amount based on 2021-2023 Teachers' Master Agreement  
*Employment is contingent upon Cloquet School Board approval.*)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 21, 2022

RE: **RECOMMENDATION FOR EXTRA SERVICE CONTRACT**

---

I'm recommending that Bekki Morrison continue doing the WBWF work on a 6th period assignment (\$4,994) with an additional 12 days paid at her daily rate (\$436.14) \$5,233.68 for a total of \$10,227.68.



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Washington Elementary School	801 12th St.	218.879.3369
Cloquet Area Alternative Education	302 14th St	218.879.0115
Community Education	2001 Washington Ave	218.879.1261

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: July 21, 2022

RE: **RECOMMENDATION FOR CHS 2022-2023 EXTRA SERVICES CONTRACTS**

---

I am recommending extra services contracts for Cloquet High School be issued for the following positions for the 2022-2023 school year.

Activity	Name	Amount (\$)
Tech Integration Specialist	Bekki Morrison	\$2,803



Independent School District No. 94  
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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent  
FROM: Connie Hyde, CAAEP Principal  
DATE: August 8, 2022  
RE: Permission to Post

I am requesting the permission to post for 0.5 FTE Academic Interventionist due to a staff resignation.

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent  
FROM: Connie Hyde, CAAEP Principal  
DATE: August 8, 2022  
RE: Permission to Post

I am requesting the permission to post for 0.5 FTE Science Teacher due to a staff resignation.

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary School Principal

DATE: July 14, 2022

RE: Permission to Post

I am requesting the permission to post for 6.75 hrs/day EBD (Café) Paraprofessional Position at Churchill Elementary due to a staff transfer to Washington Elementary.

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary School Principal

DATE: August 2, 2022

RE: Permission to Post

I am requesting the permission to post for 6.5 hrs/day Consistent Support Paraprofessional due to a staff resignation.

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary School Principal

DATE: August 1, 2022

RE: Permission to Post

I am requesting the permission to post for 24.50 hrs/week ECSE Paraprofessional due to a staff resignation.

(Employment is contingent upon Cloquet School Board approval.)



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2 August 2022

To: Dr. Michael Cary, Superintendent  
From: Teresa Angell, AIE Program Director TA  
RE: Permission to post for Washington Elementary AIE Academic Tutor

For your consideration and approval, I am requesting permission to post for a 6.5 hr./day American Indian Education Program Academic Tutor at Washington Elementary due to staff resignation effective 8/1/2022.

I can be available at the next board meeting to address any questions you may have.

Cc: Robbi Mondati

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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent

**DATE:** August 2, 2022

**FROM:** Erin Bates, Community Education Director

**RE:** Permission to post position: After School Enrichment Program Manager

I am requesting to post (internally and/or externally) the After School Enrichment Program Manager position for CMS.

Hours: up to 12

Weeks: 36 weeks school year

Pay rate: \$18.92

Qualifies for benefits: N/A

**Grant acceptance is subject to Cloquet School Board Approval**

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Beth Dohnansky, Food Service Director

DATE: August 2, 2022

RE: Permission to Post for Food Service Staff

I am requesting permission to post the following position for Cloquet School District.

- **3.5 hours / Day Food Service Staff, Cloquet Middle School**



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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent

**FROM:** Erin Bates, Community Education Director

**DATE:** August 2, 2022

**RE: PERMISSION TO POST**

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We are requesting permission to post for the following positions due the addition of Wrap Around Care merging under the ECFE/SR Programs.

- ECFE/SR/Wrap Around Care Classroom Assistant
- 30-35 hours/week
- Rate of Pay - \$15.15
- Starting Date - August 2022
- Length of Contract - Ongoing
- Budgeted Current Year - Yes
- Qualifies for Benefits – No



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Connie Hyde, CAAEP Principal

DATE: August 1, 2022

RE: Staffing Increase

I am recommending a 0.2 FTE increase to Lauren Empson's teaching contract from 0.4 FTE to 0.6 FTE for the 2022-2023 school year. This is due to a staff leave of absence at CAAEP for the 2022-2023 school year.

(Employment is contingent upon Cloquet School Board approval.)



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## Memorandum

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TO: School Board of ISD 94  
FROM: Dr. Michael Cary, Superintendent; Barbara Mackey, Principal – Northern Lights Academy  
DATE: August 2, 2022  
RE: Staffing Adjustment Regarding Jared Anderson

Board Members,

After review of staffing needs between Cloquet Public Schools and Northern Lights Academy, we agree that it is in the best interest of both organizations to shift the FTE sharing for Jared Anderson, physical education teacher, to .6 FTE serving Cloquet Public Schools (.5 CAAEP & .1 CMS) and .4 FTE serving Northern Lights Academy for the 2022-23 school year.



**DRAFT**

# CLOQUET SCHOOL DISTRICT SECRETARIAL EMPLOYEES AGREEMENT

**CLOQUET SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**JULY 1, 202~~0~~ - JUNE 30, 202~~2~~**

**ATTEST:**

**AFSCME LOCAL NO. 545**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

\_\_\_\_\_  
**Superintendent of Schools**

**Dated: ~~November 9, 2020~~**

**Dated: ~~November 9, 2020~~**

INDEX

ARTICLE I	PURPOSE .....	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....	1
ARTICLE III	DEFINITIONS.....	1
ARTICLE IV	MANAGEMENT RIGHTS.....	2
ARTICLE V	EMPLOYEE RIGHTS .....	3
ARTICLE VI	BASIC SCHEDULES AND RATES OF PAY .....	4
ARTICLE VII	GROUP INSURANCE BENEFITS .....	4
ARTICLE VIII	SICK LEAVE/LEAVES OF ABSENCE.....	6
ARTICLE IX	UNPAID LEAVES OF ABSENCE .....	8
ARTICLE X	HOURS OF SERVICE AND DUTY YEAR.....	8
ARTICLE XI	HOLIDAYS .....	9
ARTICLE XII	VACATION .....	9
ARTICLE XIII	PROBATION AND TRIAL PERIODS.....	11
ARTICLE XIV	GRIEVANCE PROCEDURE.....	11
ARTICLE XV	RETIREEE HEALTH BENEFITS .....	14
ARTICLE XVI	SENIORITY/VACANCIES .....	15
ARTICLE XVII	DISCIPLINE AND TERMINATIONS .....	17
ARTICLE XVIII	GENERAL PROVISIONS .....	17
ARTICLE XIX	PUBLIC OBLIGATION .....	17
ARTICLE XX	DURATION OF CONTRACT.....	18
	SECRETARIAL SENIORITY LIST .....	19
	CLASSIFICATION AND WAGES.....	20
	APPENDIX A – 202 <del>20</del> INSURANCE PLAN .....	21

## ARTICLE I – PURPOSE

### Section 1. Parties

This Agreement is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Local Union No. 545, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the secretarial employees.

## ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1. Recognition

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 00-PCE-1255, and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Secretarial, clerical and office support personnel employees employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

### Section 2.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

### Section 3.

That in the event the Employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE III -- DEFINITIONS

### Section 1. Terms and Conditions of Employment

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

### Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term Independent School District No. 94, Cloquet, Minnesota, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

**Section 3. School District**

For the purpose of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

**Section 4. Other Terms**

Terms not defined in the Agreement shall have those meanings defined by the PELRA.

**Section 5. Employee**

A member of the exclusively recognized bargaining unit as defined by PELRA.

**Section 6. Probationary Employee**

An employee who has not completed the required probationary period of paid employment for newly hired or rehired employees.

**Section 7. Full-Time 12 Month Employee**

An employee who is hired for eight (8) hours per day, 260 days per year. This amounts to 2080 hours per year including vacations and holidays.

**Section 8. Full-Time 10 Month Employee**

An employee who is hired for eight (8) hours per day, at least 204 days per year.

**Section 9. Part-Time Hourly Employee**

An employee who is hired for less than eight (8) hours per day.

**Section 10. Layoff**

Reduction in the employee’s scheduled hours of work of 10 hours or more per week or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct or other behavioral consideration.

**Section 11. Rest Breaks**

- a. Lunch Breaks. Each full-time employee shall have an unpaid thirty (30) minute lunch break as scheduled by the District. An employee, with the consent of the employer, may work through lunch period rather than take a 30 minute unpaid break.
- b. Each employee shall have one (1) paid rest break of fifteen (15) minutes, as assigned by their direct supervisor, for each continuous four (4) hour work period.

**ARTICLE IV -- MANAGEMENT RIGHTS**

**Section 1. Inherent Managerial Rights**

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

**Section 2. Management Responsibilities**

The exclusive representative recognizes the right and obligation of the School District 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**

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights**

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

**Section 5. Reimbursed Costs**

The Union shall reimburse the Employer for the use of school equipment, supplies and labor used in Union business. Prior approval for the use of school resources is required. The Union will be billed for any expenses incurred at their request pursuant to this section.

**ARTICLE V -- EMPLOYEE RIGHTS**

**Section 1. Right to View**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join**

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

**Section 3. Request for Dues Check Off**

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal monthly payments and to forward such monies to the designated officer of the exclusive representative together with a list of names of the employees from whose wages deductions were made.

**Section 4. Request for PEOPLE Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 5. Fair Share Fees**

~~In accordance with PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues.~~

~~The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.~~

~~A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending the decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.~~

~~The exclusive representative hereby warrants and covenants that it will defend, indemnify, and hold 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 fair share fee specified by the exclusive representative as provided herein.~~

**Section 56. Bulletin Board Space**

The Employer agrees to make space available on a designated bulletin board in each employee break room or building for the posting of Union notices and announcements.

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

**Section 1. Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~0~~<sup>2</sup> to June 30, 202~~1~~<sup>2</sup>.

**Section 2. Advancement on Salary Schedule**

- a. One step on the salary schedule is equivalent to one year of service.
- b. Any secretary hired between July 1 and December 31, will have one year of service credited on the next July 1.
- c. Any secretary hired between January 1 and June 30 will have a year of service credited on the second July 1 following their hire date.

**ARTICLE VII -- GROUP INSURANCE BENEFITS**

**Section 1. Health Insurance**

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. 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: 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. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

Subd. 2. Premium Increase/Decrease: ~~In the event the single or dependent premium increases/decreases, the district and employee will share the insurance plan increases/decreases according to the Education Minnesota Cloquet Premium Increase/Decrease language in the collective bargaining agreement under Article X, Section 2, Subd 2, items a-c.~~

~~Adjustments for Plan Cost Changes: In the event the single or dependent premium increases/decreases, the District and the employee will share in the insurance plan increases/decreases as follows:~~

~~Dependent Coverage: The district and employee will share the increases or decreases in premiums equally.~~

~~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.~~

~~Employees may opt for different plan coverage during the open enrollment period each year.~~

## **Section 2. 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 a 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 cost 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.~~

~~Full cost of dental premium for single coverage will be paid by the district and fifty percent (50%) of the cost for family coverage. To qualify for dental coverage, unit members must serve at least 170 days at 5 or more hours per day or more than 220 days at 4 or more hours per day.~~

## **Section 3. Employee Contribution**

Any additional costs of premium shall be borne by the employee by a monthly payroll deduction.

## **Section 4. Long Term Disability Benefits**

Full-time employees, long-term disability benefits will be provided at employee expense up to 66-2/3% of the employee's basic salary to a maximum benefit of \$3,000 per month. There shall be an elimination period of 60 working days.

- a. All employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. Long-term disability benefits are in effect only during the months in which said employee is working.

## **Section 5. Eligibility**

Benefits provided in this Article will apply only to regular employees and does not apply to substitute, temporary employees or student workers. The school district contribution toward those benefits shall be discontinued on the date the employee terminates their services or contract.

## **Section 6. Selection of Carrier**

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

## **Section 7. Life Insurance**

Full-time (10 and 12 month) employees shall receive term life insurance in an amount of \$50,000 at school district expense. All other secretarial union employees shall receive \$10,000 life insurance if they meet the eligibility requirements of the district's life insurance carrier at school district expense.

## **ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE**

### **Section 1.**

Full-time and full-time 10 month employees shall receive fifteen (15) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive thirteen (13) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 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 fifteen days.

Sick leave with pay shall be allowed whenever an employee'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 an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

Note: The 2014 Legislature amended the sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

#### **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 of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, 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. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.*

*(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.*

If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three

consecutive days or more.

## **Section 2. Sick Leave Accumulation**

There shall be no limit as to the number of days of sick leave which an employee may accumulate.

## **Section 3. Workers Compensation**

All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

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

## **Section 4. Emergency Leave**

Employees may be granted emergency leave not to exceed three (3) days per year subject to the discretion of the employee's immediate supervisor. This leave will be charged to sick leave or vacation.

## **Section 5. Bereavement Leave**

Full-time and part-time employees on a pro rata basis shall receive, in the case of death of an immediate family member, including parents, step-parents, spouse, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents of spouse of the employee or the employee's spouse; causing the employee to lose working time. Time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way, and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This leave is not deducted from accumulated sick leave.

## **Section 6. Leave Without Pay**

A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board or other governing board. Such leave of absence usually will not exceed twelve (12) months. No benefits shall accrue during this period of leave. Employees on leave without pay shall be allowed to continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave.

## **Section 7. Personal Leave**

Full time employees and part-time employees on a pro rata basis shall be granted personal leave with pay for personal business, to a total of ~~threetwo~~ (32) days per year, non-cumulative, with prior approval of the employee's immediate supervisor. If a secretarial employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for secretarial substitutes. This additional day is non-cumulative so the maximum number of personal days in a given year would be ~~fourthree~~ (43). ~~If a secretarial employee uses one (1) day or less of sick leave within one full school year of employment (July 1—June 30), the employee will receive an additional one (1) personal leave day with pay. This would total two (2) additional personal leave days when counting the first day for missing three (3) or fewer days. These days, to a total of four (4) days, are non-cumulative.~~

Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be

defined as half of the normal workday for the employee who is requesting the leave.

**Section 8. Parental Leave**

Employees shall be granted leave in compliance with the Family Medical Leave Act of 1993.

**Section 9. Sick Leave**

Employees shall be allowed to utilize sick leave for absences caused by illness, injury, medical/dental/optometry appointments, and other legitimate medical purposes.

**Section 10. Sick Leave - Children**

Employees shall be allowed to utilize sick leave for the care of their children as per Minnesota Statute 181.9413.

**Section 11. Jury Duty – Court Appearance**

Employees shall be given leave for jury duty and court appearances as per School District Policy #408.

**Section 12. Military Leave**

Employees who are members of a reserve force of the United States or of the State of Minnesota, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Minnesota, shall be granted a leave of absence in accord with the Federal Law and/or Minnesota Statute Sections 192.26 and 192.261, or any successor statutes.

**ARTICLE IX -- UNPAID LEAVES OF ABSENCE**

**Section 1. Union Leave**

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent 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 at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

**ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR**

**Section 1.**

The normal workday for full-time twelve (12) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

**Section 2.**

The normal workday for full-time ten (10) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

**Section 3.**

Part-time hourly employees shall work less than eight (8) hours per day, exclusive of lunch. The normal work week shall consist of five (5) consecutive days.

**Section 4.**

Hours of work shall be established by the building administrator.

**Section 5.**

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be approved in advance by building/district administrator.

**Section 6.**

An employee called back to work by the School District outside the regular work schedule shall be paid a minimum of two (2) hours at the appropriate rate of pay. An extension of or early report to a regularly scheduled shift does not qualify an employee for the minimum call back pay.

**Section 7.**

Subd. 1. – Schools may be closed by the superintendent when in his/her judgment it would be unsafe for students to attend school.

Subd. 2. – Secretarial employees should report for work when it is safe and possible to do so. Should these employees find that they are unable to report to work, they may request of their respective administrator to use vacation days, emergency leave, personal leave, or deduct days as applicable. If weather or emergency conditions warrant, the superintendent or designee will notify personnel they may leave earlier than scheduled. Secretaries are allowed to make up to three (3) days for emergency days to be arranged with the building principal.

**ARTICLE XI -- HOLIDAYS**

**Section 1.**

Full-time 12 and 10 month employees shall receive the following paid holidays:

- |                     |                                   |
|---------------------|-----------------------------------|
| New Year’s (2 days) | July 4th (2 days) (12 month only) |
| President’s Day     | Labor Day                         |
| Good Friday         | Thanksgiving (2 days)             |
| Memorial Day        | Christmas (2 days)                |

**Section 2.**

Part-time employees employed during the regular student school year for a minimum of fourteen (14) hours per week shall be granted the following paid holidays:

- |                   |   |
|-------------------|---|
| Thanksgiving Day  | July 4 <sup>th</sup> (Effective July 4, 2016) |
| New Year’s Day    | (See stipulations in Section 5 below)         |
| Christmas Eve Day | President’s Day                               |
| Christmas Day     | Good Friday (Effective 2003)                  |
|                   | Memorial Day                                  |
|                   | Labor Day                                     |

**Section 3. Weekends**

Holidays that fall on a weekend will be observed on a day/days established by the building administrator.

**Section 4. Eligibility**

Benefits provided in this Article shall apply only to employees who are paid on a regular basis and shall not apply to substitute, temporary employees or student workers.

**Section 5. Application**

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

## **Section 6. School in Session**

If a holiday occurs while an employee is on vacation or sick leave, said day shall not be charged against the employee's leave accrual.

## **Section 7. Work on a Holiday**

An employee who is required by the School District to perform work on a holiday shall receive as compensation, at double time the employee's normal hourly rate of pay for all hours worked on the holiday. Overtime shall be approved in advance by the building administrator.

## **ARTICLE XII -- VACATION**

### **Section 1. Vacation Time**

Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a secretary employed on March 1 would be allowed four (4) days of vacation ~~on July 1~~. To qualify for vacation time a part-time employee must be a regularly employed twelve (12) month employee working a minimum of twenty-five (25) hours per week.

### **Section 2.**

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.
- b. After five years of continuous service, qualified employees shall receive 15 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- e. After 25 years of continuous service, qualified employees shall receive 30 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- f. One day additional vacation shall be allowed for each two years of service beyond 25 years.
- g. Employees hired after July 1, 2008 may earn no more than 20 days of vacation.

### **Section 3.**

In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date. During separation, if an employee used vacation that had not yet been accrued, the value of these days shall be deducted from the employee's last check.

### **Section 4.**

Personnel shall be given every reasonable and practical choice of vacation periods possible. An employee may take vacation anytime during the fiscal year (July 1 through June 30) upon request and with agreement from the employee's supervisor. Employees unable to use their vacation during the specified period (July 1 to June 30) shall be allowed to take their vacation days up to September 1, upon request and agreement from the employee's supervisor.

### **Section 5.**

Upon becoming a full-time employee eligible for vacation, employees shall be given credit for their years of part-time service with the Cloquet School District if they have worked a minimum of thirty (30) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a maximum credit of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional

credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

**Section 6.**

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 20 days, and this benefit shall accumulate at experience intervals defined in the contract. Employees hired prior to May 1, 2008 shall remain with the vacation benefit schedule without the 20-day limitation.

**ARTICLE XIII -- PROBATION AND TRIAL PERIODS**

**Section 1.**

All new employees will serve a twelve (12) month probationary period.

**Section 2.**

The School District, in its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

**Section 3. Probationary Period Change of Classification**

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10) working days in any such new classification. During this ten (10) day trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have ten (10) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

**ARTICLE XIV -- GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

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

**Section 2. Representatives**

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

The Employer will recognize representatives designated by the Union as the stewards of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 3. Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have been notified and received the approval of the designated supervisor who has determined that such

absence is reasonable and would not be detrimental to the work programs of the Employer.

#### **Section 4. Definitions and Interpretation**

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Union.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

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.

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

#### **Section 5. Time Limitation and Waiver**

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

#### **Section 6.**

A grievance filed on behalf of all bargaining unit employees (class action) by the Union will be filed in writing with the superintendent within twenty-one (21) calendar days after the event giving rise to the grievance. The superintendent shall reply to the grievance within fourteen (14) calendar days after receipt.

#### **Section 7. Adjustments of Grievance**

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within fourteen (14) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within 14 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 14 days after receipt of the appeal. Within 14 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 14 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 14 days after receipt of the appeal. Within 21 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be

designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

## **Section 8. Arbitration Procedures**

In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 14 days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall select an arbitrator from a list provided by the EMS as per BMS procedures.

Subd. 4. Hearing: The grievance shall be heard from 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 shall have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing.

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

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

## **Section 9. Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may

be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XV -- RETIREE HEALTH BENEFITS**

### **Section 1.**

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. 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 employee reaches Medicare eligible. 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, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Secretaries hired after September 1, 2013 will have to have 10 years of full-time employment to qualify for the benefits described in Subdivision 1, of this section. Ten years of full time employment will be defined as any ten years of full-time employment, not just the last ten years of employment.

Subd 3. Dental insurance premiums shall be 100% paid by the retired employee.

### **Section 2. Severance and 403(b)**

Effective July 1, 2015, secretarial personnel who work six (6) hours per day, nine (9) months per year, or more, for ISD No. 94 for ten (10) years prior to retirement and who are at least fifty-five (55) years of age, shall, upon retirement receive in the form of severance pay according to the following schedule:

Employees, who have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive \$90.00 for each day of unused sick leave, not to exceed 120 days.

Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive a prorated amount for each day of sick leave based on six (6) hours per day. For instance, an employee working five (5) hours per day would receive 5/6 of \$90 per day or \$75/day. Employees who receive the prorated severance benefit shall have their work hours determined by the number of hours they work per week during their last year of employment with the district.

The District will deposit one hundred percent (100%) of the employee's severance pay into a Post-Retirement Health Care Savings Plan (PRHCSP), managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the employee's retirement.

Subd 1. Beneficiary or Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

**Section 3. 403(b) Employer Matching Plan:** Employees hired after July 1, 2015 will not receive a severance benefit as defined above, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2015, employees hired prior to July 1, 2015 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District’s list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

**Subd. 1. Qualification for Benefits:** Part-time secretaries working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired secretaries who have been rehired by the school district are not eligible for employer contributions.

**Subd. 2. Cap:** There shall be a lifetime per secretary cap of \$~~5045~~,000 on District contributions.

**Subd. 3. Match:** Effective July 1, 2015, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2022-2023

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
0 – 3	No match
4 – 6	<del>\$8750</del>
7 – 10	<del>\$1,3250</del>
11 – 15	<del>\$1,8750</del>
16+	<del>\$2,3250</del>

2023-2024

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
0 – 3	No match
4 – 6	<u>\$900</u>
7 – 10	<u>\$1,400</u>
11 – 15	<u>\$1,900</u>
16+	<u>\$2,400</u>

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

**Subd. 4. Plan Year:** The plan year shall be from July 1 through June 30.

**Subd. 5. Participation:** An eligible member must make application for participation by July 1, of each school year. Once an eligible member 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 member by the July 1 deadline. This provision relates to an eligible member’s willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave, in which case he/she may not participate in the matching program until the member returns.

**Section 4.**

Employees shall give at least two calendar week’s written notice prior to the effective date of resignation and at least eight calendar week’s written notice prior to the effective date of retirement. Retirees not complying with the

above guidelines shall lose severance benefits unless the timeline is waived by School Board action.

## **ARTICLE XVI -- SENIORITY/VACANCIES**

### **Section 1. Assignment and Seniority**

Assignment of secretarial personnel shall rest with the Superintendent and the School Board.

Subd. 1. Definitions. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement.

The seniority list as of July 1, 2017 will determine the order of seniority. Thereafter, new hires shall have their seniority determined in order with the following criteria:

- (a) First date of continuous employment as determined in the board hiring resolution. Substitute work does not apply.
- (b) If there is a tie in seniority after applying (a), the next criteria will be the date at which the school board hired a secretary.
- (c) If there is a tie in seniority after applying (b), the next criteria will be the date application was received by the district office.

~~————~~Subd. 2. Seniority List: The superintendent shall maintain a separate seniority list for secretaries who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the “NLA seniority list” and the other secretary seniority list will be referred to as the “regular seniority list.” The seniority lists shall show the names of all secretarial personnel, initial date of employment and seniority rank. Each employee will shall receive a copy of the seniority list by March 31.

- a) Any secretary who was initially hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.
- b) Any secretary who was initially hired by the District as a NLA staff member, but later is employed by the District in a non-NLA position shall be listed on the regular secretary seniority list using the secretary’s original date of hire with the District. Such a secretary will be removed from the NLA seniority list at the time the secretary is employed in the non-NLA position.

~~The superintendent shall maintain a seniority list which shall show the names of all secretarial personnel, initial date of employment and seniority rank. Each employee shall receive a copy of the seniority list by March 31.~~

Subd. 3. Loss of Seniority: A secretarial employee will lose seniority for the following reasons only:

- a. Resignation.
- b. Involuntary Termination.
- c. Failure to return to work when recalled from layoff.

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

### **Section 2.**

In the event of a secretary layoff or reduction of 10 or more hours per week, secretary personnel shall be laid off

by classification in inverse order of hire. An employee who is about to be laid off has the right to bump into an equal or lower paying classification and an equal or lower number of work hours, provided the employee is fully qualified to perform the duties of the classification into which they are bumping and have greater seniority than the employee being bumped. Part-time secretaries may only bump into part-time secretarial positions. An employee shall retain seniority and right to recall for a period of one (1) year. Recall shall be in inverse order of layoff. The School District shall issue written notice thirty (30) calendar days in advance of layoff.

**NLA Stipulation:**

- a) A secretary on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.
  
- b) A secretary on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

**Section 3.**

Probationary and temporary employees shall precede regular bargaining unit employees in layoff. No new employees shall be hired until all employees on layoff status have been given the opportunity for recall in any classification for which they are qualified. The parties agree that this section shall be grievable to steps one (1) and two (2) only.

**Section 4.**

If a vacancy is determined by the superintendent to be filled within the secretarial category, the School District shall post a notice of open position in all buildings on the designated bulletin boards. Employees within the secretarial unit who have completed their initial twelve (12) month probation period shall be given five (5) working days to apply for said position. When filling vacancies, first consideration shall be given to present employees. When candidates' qualifications are equal, seniority shall be used to determine who is awarded the position. If it becomes necessary to bypass present employees when filling vacancies, reasons for said denial shall be given in writing for such employees with a copy to the union.

If an internal candidate is unable to perform the duties of the new position in a satisfactory manner as determined by their immediate supervisor within two (2) weeks – (10 working days) on the new job, the individual shall be reassigned to their previously held position. Individuals filling that position would also be reassigned to their previously held positions if within the secretarial bargaining unit. The parties agree that this paragraph shall be grievable to steps one (1) and two (2) only.

In the event the vacancy or newly created position is not filled from within the secretarial unit, the position may be filled from the outside and seniority shall not be a consideration.

**NLA Stipulation:**

- a) A secretary on the NLA seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Cloquet Public Schools.
  
- b) A secretary on the regular seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Northern Lights Academy (NLA).

**ARTICLE XVII -- DISCIPLINE AND TERMINATION**

**Section 1.**

Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action may be progressive and follow the steps listed below:

1. Oral warning
2. Written warning
3. Suspension (paid or unpaid) and/or demotion
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

**Section 2.**

The School District shall not question the employee during an investigation if they know it may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the exclusive representative present at such questioning.

**Section 3.**

A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel office record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

**ARTICLE XVIII -- GENERAL PROVISIONS**

**Section 1. Non-Discrimination Clause**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law or on the basis of membership or non-membership in the exclusive bargaining unit. The exclusive representative shall share equally with the School District the responsibility for applying this provision of the Agreement.

**Section 2. Personnel Files**

All employees shall have the right to inspect their personnel file during working hours as provided for by statute.

**Section 3. Job Descriptions**

The School District shall have available upon request written job descriptions, for review, outlining the duties and responsibilities of the job classifications.

**Section 4. Tax-Deferred Annuities**

An employee may have his/her contract amended to reduce his/her salary for the purpose of the purchase of a non-forfeitable tax-deferred annuity by the School District for said employee.

Election by the employee to enter into an amendment of contract for this purpose must be made no later than the 1<sup>st</sup> or 15<sup>th</sup> of each month. Further details may be obtained from the office of the Business Manager.

**ARTICLE XIX -- PUBLIC OBLIGATION**

**Section 1.**

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

**Section 2.**

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For the purposes of this Section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of

employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedures but is enforceable in the courts.

## **ARTICLE XX -- DURATION OF CONTRACT**

### **Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 – June 30, 2022, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

### **Section 2. Effect**

This Agreement constitutes the full and complete understanding between the School District and the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

### **Section 3. Finality**

Any matters relating to terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement, except by mutual consent of the parties.

### **Section 4. Pursuant to Law**

Pursuant to MN. Statute 179A.20, Subd. 2, no provision of this Agreement shall be contrary to law. In the event that a law changes and the language subsequently is contrary, it shall be null and void. Should the law change and language is not specifically required by law but is not contrary to law, then the language shall become negotiable during the next negotiation period unless the language becomes an exclusive management right.

### **Section 5. Severability**

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

**~~Secretarial Union Seniority List~~**  
**~~As of October 29, 2020~~**

Name	Start Date As Secretary	Years of Service July 1, 2020	Position	Building	Step as of July 1, 2020
<b>Cloquet School-District</b>					
Burslie, Christy	8/9/93	26	Head Secretary - Elementary	Churchill	10++
Boedigheimer, Ruth	2/1/95	24	Guidance Office Secretary	Middle School	10++
Campbell, Corinne	7/14/03	16	Head Secretary	Middle School	10+
Borden, Mary	4/26/05	15	Head Secretary	Special-Ed Office	10+
Sinisalo, Elizabeth	10/12/09	11	Secretary/Receptionist (Sp-Ed Due-Process)	Middle School	10
Neumann, Lisa	5/18/15	5	Head Secretary- Community Ed	Community Ed	7-Frozen
Carlson, Matthew	8/3/15	4	Financial Secretary	Senior High School	6
Warbalow, Tisha	6/27/16	4	Head Secretary	Washington	5
Rasmussen, Brenda	7/31/17	3	Financial Secretary	Central Office	4
Loons, Jessica	8/14/17	3	Secretary/Receptionist	Central Office	4
Marc, Cassandra	6/4/18	2	Secretary/Receptionist (Early Childhood)	Community Ed	3
Houck, Valerie	8/22/18	2	Guidance Office Secretary	Senior High School	5-Frozen
Tyman, Misty	9/17/18	2	Head Secretary	CAAEP	4-Frozen
Ruhnke, Emily	11/14/18	2	Secretary/Receptionist	Churchill	3
Sandman, Nicole	5/1/19	1	Head Secretary	Senior High School	7-Frozen
Doty, Lindsey	8/27/19	1	Secretary/Receptionist (Food Service)	Senior High School	2
Fast, Tara	8/15/20	0	Secretary/Receptionist	Washington	6-Frozen
Laine, Kate	8/16/20	0	Financial Secretary	Central Office	1
Kyle, Deborah-Joyce	8/17/20	0	Secretary/Receptionist	Senior High School	7-Frozen
Denzer, Kayla	10/12/20	0	Secretary/Receptionist	Middle School	7-Frozen
<b>NLA</b>					
Petersen, Kristie	10/29/18	2	Head Secretary	NLA	3

10 + — = 15 to 19 years of service

10 ++ — = 20 to 29 years of service

10 +++ — = 30+ years of service

### Secretarial Union Seniority List As of July 5, 2022

Name	Start Date	Years of Service	Position	Building	Step as of
-	-	-	-	-	-
-	-	-	-	-	-

Name	As Secretary	July 1, 2022	Position	Building	July 1, 2022
<b>Cloquet School District</b>					
Borden, Mary	4/26/05	17	Head Secretary	Churchill	10+
Sinisalo, Elizabeth	10/12/09	13	Secretary/Receptionist (Sp Ed Due Process)	Middle School	10
Neumann, Lisa	5/18/15	7	Head Secretary - Community Ed	Community Ed	8
Warbalow, Tisha	6/27/16	6	Head Secretary (Admin Asst)	NLSEC	7
Rasmussen, Brenda	7/31/17	5	Financial Secretary	Central Office	6
Loons, Jessica	8/14/17	5	Secretary/Receptionist	Central Office	6
Houck, Valerie	8/22/18	4	Guidance Office Secretary	Senior High School	5
Tyman, Misty	9/17/18	4	Head Secretary	CAAEP	5
Sandman, Nicole	5/1/19	3	Head Secretary	Senior High School	7 Frozen
Doty, Lindsey	8/27/19	3	Secretary/Receptionist (Food Service)	Senior High School	4
Fast, Tara	8/15/20	2	Secretary/Receptionist	Washington	6 Frozen
Laine, Kate	8/16/20	2	Financial Secretary	Central Office	3
Denzer, Kayla	10/12/20	2	Secretary/Receptionist	Middle School	7 Frozen
Petersen, Kristie	8/9/2021	1	Head Secretary	Middle School	5 Frozen
Hanson, Willa	8/9/2021	1	Guidance Office Secretary	Middle School	3 Frozen
Cotner, Kayla	6/28/2021	1	Secretary/Receptionist (Early Childhood)	Community Ed	2
Jones, Angela	8/10/2021	1	Financial Secretary	Senior High School	2
Anthony, Barbara	10/4/2021	1	Head Secretary	Washington	7 Frozen
Eugenis, Stephanie	10/11/2021	1	Head Secretary	Washington	9
Schmitz, Melissa	12/06/2021	1	Secretary/Receptionist	Churchill	7 Frozen
<b>NLA</b>					
Bergren, Raeanne	7/12/2021	1	Head Secretary	NLA	2

10 + = 15 to 19 years of service

10 ++ = 20 to 29 years of service

10 +++ = 30+ years of service

The secretarial categories shall be as follows for the July 1, 2022 – June 30, 2024 school years:

- Head Secretary
- Head Secretary – Community Ed
- Secretary/Receptionist
- Financial Secretary
- Guidance Office Secretary

The entire salary schedule shall be increased by the following percentages:

- 2022-2023 – 3% - Should any collective bargaining group, not to include individual contracts, receive a base scale increase above 3% and/or a bonus or retention stipend for service to the district, secretarial unit employees will receive this as a “me too”. Any “me too” percentage above the 3% will be in place of the 3%

and not in addition to the 3% agreement.

- 20231-20242 – “Me-too” same increase as put on the teachers’ salary schedule for 20231-20242).

**SALARY SCHEDULES SHALL BE AS FOLLOWS:**

**CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE**

**2020-2021**

-
Head Secretary
Financial Secretary
Head Sec – Comm. Ed
Guidance Office Sec.
Sec/Receptionist

**2021-2022**

-
Head Secretary
Financial Secretary
Head Sec – Comm. Ed
Guidance Office Sec.
Sec/Receptionist

-	-	3.00%	-							
<b>2022-2023*</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
	<u>Per Hr.</u>									
Head Secretary	\$21.37	\$21.88	\$22.37	\$22.90	\$23.42	\$23.91	\$24.43	\$24.94	\$25.45	\$25.95
Financial Secretary	\$20.28	\$20.79	\$21.33	\$21.82	\$22.34	\$22.87	\$23.36	\$23.87	\$24.38	\$24.89
Head Sec – Comm. Ed	\$18.35	\$18.87	\$19.37	\$19.89	\$20.41	\$20.94	\$21.43	\$21.96	\$22.47	\$22.97
Guidance Office Sec.	\$18.35	\$18.87	\$19.37	\$19.89	\$20.41	\$20.94	\$21.43	\$21.96	\$22.47	\$22.97
Sec/Receptionist	\$18.02	\$18.53	\$19.04	\$19.54	\$20.06	\$20.57	\$21.08	\$21.60	\$22.11	\$22.63

-	-	Me-Too	-
	<b>2023-24</b>		

<u>2023-24</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
-	<u>Per Hr.</u>									
<u>Head Secretary</u>	<u>TBD</u>									
<u>Financial Secretary</u>	<u>TBD</u>									
<u>Head Sec – Comm. Ed</u>	<u>TBD</u>									
<u>Guidance Office Sec.</u>	<u>TBD</u>									
<u>Sec/Receptionist</u>	<u>TBD</u>									

\* Note: Should any collective bargaining group, not to include individual contracts, receive a base scale increase above 3% and/or a bonus or retention stipend for service to the district, secretarial unit employees will receive this as a “me too”. Any “me too” percentage above the 3% will be in place of the 3% and not in addition to the 3% agreement.

1) Longevity Pay:

- **July 1, 2020 – June 30, 2022**

105-159 Years (\$65/mo.); 1620-1929 Years (\$90/mo.); and 230+ Years (\$115.00/mo.).

Longevity pay will begin on year ten (10~~5~~) of the secretary’s actual month of hire with the school district and be paid based on that hire date.

2) Each step equals one (1) year of experience.

**APPENDIX A**

**ISD #94 2020 Insurance Plan Year Effective September 1, 2020**  
**(Based on a 1.0 FTE Calculation)**

2020-2021 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	Employee with Eligible Spouse Pays	District Paid HRA/HSA
500/1,000 Single	\$10,896	\$10,317	\$579		\$500
500/1,000 Family	\$30,330	\$18,326	\$12,004	\$10,804	
HDHP 1,400/2,800 Single	\$10,026	\$9,621	\$405		\$1,200
HDHP 1,400/2,800 Family	\$27,906	\$17,950	\$9,956	\$8,756	
HDHP 3,500/7,000 Single	\$8,088	\$8,070	\$18		\$2,100
HDHP 3,500/7,000 Family	\$22,506	\$16,355	\$6,151	\$4,951	
HDHP 5,000/10,000 Single	\$7,128	\$7,128	\$0		\$3,000
HDHP 5,000/10,000 Family	\$19,854	\$16,424	\$3,430	\$2,230	
HDHP 6,750/13,500 Single	\$6,642	\$0	\$6,642		
HDHP 6,750/13,500 Family	-\$18,498	\$0	\$18,498	\$18,498	

## INSURANCE INFORMATION - NEW HIRES

2022-2023 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
<b>500 Single</b>	\$10,750	\$10,200	\$550	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
<b>1,000 Family</b>	\$29,943	\$18,132	\$11,811		\$1,000	\$1,000 per person/ \$2,000 per Family
<p><b>\$500/\$1,000 Plans</b> - 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.</p>						
<b>HDHP 1,400 Single</b>	\$9,554	\$9,243	\$311	\$1,200	\$1,400	\$1,400
<b>HDHP 2,800 Family</b>	\$26,610	\$17,302	\$9,308		\$2,800	\$2,800
<p><b>\$1,400/\$2,800 HDHP Plans</b> - 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%.</p>						
<b>HDHP 3,500 Single</b>	\$8,207	\$8,166	\$41	\$2,100	\$3,500	\$3,500
<b>HDHP 7,000 Family</b>	\$22,860	\$16,532	\$6,328		\$7,000	\$3,500 per person/ \$7,000 per Family
<p><b>\$3,500/\$7,000 HDHP Plans</b> - 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%.</p>						
<b>HDHP 5,000 Single</b>	\$7,336	\$7,336	\$0	\$3,000	\$5,000	\$5,000
<b>HDHP 10,000 Family</b>	\$20,433	\$16,714	\$3,719		\$10,000	\$5,000 per person/ \$10,000 per Family
<p><b>\$5,000/\$10,000 HDHP Plans</b> - 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%.</p>						
<b>HDHP 6,750 Single</b>	\$6,556	\$0	\$6,556		\$6,750	\$6,750
<b>HDHP 13,500 Family</b>	\$18,261	\$0	\$18,261		\$13,500	\$6,750 per person/ \$13,500 per Family
<p><b>\$6,750/\$13,500 HDHP Plans</b> - 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%.</p>						



**FINAL**

**CLOQUET SCHOOL DISTRICT  
SECRETARIAL EMPLOYEES AGREEMENT**

**CLOQUET SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**JULY 1, 2022 - JUNE 30, 2024**

**ATTEST:**

**AFSCME LOCAL NO. 545**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

\_\_\_\_\_  
**Superintendent of Schools**

**Dated:**

**Dated: August 8, 2022**

INDEX

ARTICLE I	PURPOSE .....	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE .....	1
ARTICLE III	DEFINITIONS.....	1
ARTICLE IV	MANAGEMENT RIGHTS.....	2
ARTICLE V	EMPLOYEE RIGHTS .....	3
ARTICLE VI	BASIC SCHEDULES AND RATES OF PAY .....	4
ARTICLE VII	GROUP INSURANCE BENEFITS .....	4
ARTICLE VIII	SICK LEAVE/LEAVES OF ABSENCE.....	5
ARTICLE IX	UNPAID LEAVES OF ABSENCE .....	7
ARTICLE X	HOURS OF SERVICE AND DUTY YEAR.....	7
ARTICLE XI	HOLIDAYS .....	8
ARTICLE XII	VACATION .....	10
ARTICLE XIII	PROBATION AND TRIAL PERIODS.....	11
ARTICLE XIV	GRIEVANCE PROCEDURE.....	11
ARTICLE XV	RETIREEE HEALTH BENEFITS .....	14
ARTICLE XVI	SENIORITY/VACANCIES .....	15
ARTICLE XVII	DISCIPLINE AND TERMINATIONS .....	17
ARTICLE XVIII	GENERAL PROVISIONS .....	18
ARTICLE XIX	PUBLIC OBLIGATION .....	18
ARTICLE XX	DURATION OF CONTRACT.....	18
	SECRETARIAL SENIORITY LIST .....	20
	CLASSIFICATION AND WAGES.....	21
	APPENDIX A – 2022 INSURANCE PLAN .....	22

## ARTICLE I – PURPOSE

### Section 1. Parties

This Agreement is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Local Union No. 545, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the secretarial employees.

## ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1. Recognition

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 00-PCE-1255, and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Secretarial, clerical and office support personnel employees employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

### Section 2.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

### Section 3.

That in the event the Employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE III -- DEFINITIONS

### Section 1. Terms and Conditions of Employment

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

### Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term Independent School District No. 94, Cloquet, Minnesota, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

### Section 3. School District

For the purpose of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

**Section 4. Other Terms**

Terms not defined in the Agreement shall have those meanings defined by the PELRA.

**Section 5. Employee**

A member of the exclusively recognized bargaining unit as defined by PELRA.

**Section 6. Probationary Employee**

An employee who has not completed the required probationary period of paid employment for newly hired or rehired employees.

**Section 7. Full-Time 12 Month Employee**

An employee who is hired for eight (8) hours per day, 260 days per year. This amounts to 2080 hours per year including vacations and holidays.

**Section 8. Full-Time 10 Month Employee**

An employee who is hired for eight (8) hours per day, at least 204 days per year.

**Section 9. Part-Time Hourly Employee**

An employee who is hired for less than eight (8) hours per day.

**Section 10. Layoff**

Reduction in the employee’s scheduled hours of work of 10 hours or more per week or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct or other behavioral consideration.

**Section 11. Rest Breaks**

- a. Lunch Breaks. Each full-time employee shall have an unpaid thirty (30) minute lunch break as scheduled by the District. An employee, with the consent of the employer, may work through lunch period rather than take a 30 minute unpaid break.
- b. Each employee shall have one (1) paid rest break of fifteen (15) minutes, as assigned by their direct supervisor, for each continuous four (4) hour work period.

**ARTICLE IV -- MANAGEMENT RIGHTS**

**Section 1. Inherent Managerial Rights**

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

**Section 2. Management Responsibilities**

The exclusive representative recognizes the right and obligation of the School District 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**

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services

prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights**

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

**Section 5. Reimbursed Costs**

The Union shall reimburse the Employer for the use of school equipment, supplies and labor used in Union business. Prior approval for the use of school resources is required. The Union will be billed for any expenses incurred at their request pursuant to this section.

**ARTICLE V -- EMPLOYEE RIGHTS**

**Section 1. Right to View**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join**

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

**Section 3. Request for Dues Check Off**

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal monthly payments and to forward such monies to the designated officer of the exclusive representative together with a list of names of the employees from whose wages deductions were made.

**Section 4. Request for PEOPLE Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 5. Bulletin Board Space**

The Employer agrees to make space available on a designated bulletin board in each employee break room or

building for the posting of Union notices and announcements.

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

### **Section 1. Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 to June 30, 2024.

### **Section 2. Advancement on Salary Schedule**

- a. One step on the salary schedule is equivalent to one year of service.
- b. Any secretary hired between July 1 and December 31, will have one year of service credited on the next July 1.
- c. Any secretary hired between January 1 and June 30 will have a year of service credited on the second July 1 following their hire date.

## **ARTICLE VII -- GROUP INSURANCE BENEFITS**

### **Section 1. Health Insurance**

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. 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: 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. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

Subd. 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases, the district and employee will share the insurance plan increases/decreases according to the Education Minnesota Cloquet Premium Increase/Decrease language in the collective bargaining agreement under Article X, Section 2, Subd 2, items a-c.

### **Section 2. Dental Insurance**

Full cost of dental premium for single coverage will be paid by the district and fifty percent (50%) of the cost for family coverage. To qualify for dental coverage, unit members must serve at least 170 days at 5 or more hours per day or more than 220 days at 4 or more hours per day.

### **Section 3. Employee Contribution**

Any additional costs of premium shall be borne by the employee by a monthly payroll deduction.

### **Section 4. Long Term Disability Benefits**

Full-time employees, long-term disability benefits will be provided at employee expense up to 66-2/3% of the employee's basic salary to a maximum benefit of \$3,000 per month. There shall be an elimination period of 60 working days.

- a. All employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. Long-term disability benefits are in effect only during the months in which said employee is working.

### **Section 5. Eligibility**

Benefits provided in this Article will apply only to regular employees and does not apply to substitute, temporary employees or student workers. The school district contribution toward those benefits shall be discontinued on the date

the employee terminates their services or contract.

### **Section 6. Selection of Carrier**

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

### **Section 7. Life Insurance**

Full-time (10 and 12 month) employees shall receive term life insurance in an amount of \$50,000 at school district expense. All other secretarial union employees shall receive \$10,000 life insurance if they meet the eligibility requirements of the district's life insurance carrier at school district expense.

## **ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE**

### **Section 1.**

Full-time and full-time 10 month employees shall receive fifteen (15) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive thirteen (13) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 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 fifteen days.

Sick leave with pay shall be allowed whenever an employee'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 an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

Note: The 2014 Legislature amended the sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

#### **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 of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, 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. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.*

*(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.*

If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the

employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

**Section 2. Sick Leave Accumulation**

There shall be no limit as to the number of days of sick leave which an employee may accumulate.

**Section 3. Workers Compensation**

All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

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

**Section 4. Emergency Leave**

Employees may be granted emergency leave not to exceed three (3) days per year subject to the discretion of the employee's immediate supervisor. This leave will be charged to sick leave or vacation.

**Section 5. Bereavement Leave**

Full-time and part-time employees on a pro rata basis shall receive, in the case of death of an immediate family member, including parents, step-parents, spouse, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents of spouse of the employee or the employee's spouse; causing the employee to lose working time. Time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way, and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This leave is not deducted from accumulated sick leave.

**Section 6. Leave Without Pay**

A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board or other governing board. Such leave of absence usually will not exceed twelve (12) months. No benefits shall accrue during this period of leave. Employees on leave without pay shall be allowed to continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave.

**Section 7. Personal Leave**

Full time employees and part-time employees on a pro rata basis shall be granted personal leave with pay for personal business, to a total of three (3) days per year, non-cumulative, with prior approval of the employee's immediate supervisor. If a secretarial employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for secretarial substitutes. This additional day is non-cumulative so the maximum number of personal days in a given year would be four (4).

Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

**Section 8. Parental Leave**

Employees shall be granted leave in compliance with the Family Medical Leave Act of 1993.

**Section 9. Sick Leave**

Employees shall be allowed to utilize sick leave for absences caused by illness, injury, medical/dental/optometry appointments, and other legitimate medical purposes.

**Section 10. Sick Leave - Children**

Employees shall be allowed to utilize sick leave for the care of their children as per Minnesota Statute 181.9413.

**Section 11. Jury Duty – Court Appearance**

Employees shall be given leave for jury duty and court appearances as per School District Policy #408.

**Section 12. Military Leave**

Employees who are members of a reserve force of the United States or of the State of Minnesota, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Minnesota, shall be granted a leave of absence in accord with the Federal Law and/or Minnesota Statute Sections 192.26 and 192.261, or any successor statutes.

**ARTICLE IX -- UNPAID LEAVES OF ABSENCE**

**Section 1. Union Leave**

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent 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 at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

**ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR**

**Section 1.**

The normal workday for full-time twelve (12) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

**Section 2.**

The normal workday for full-time ten (10) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

**Section 3.**

Part-time hourly employees shall work less than eight (8) hours per day, exclusive of lunch. The normal work week shall consist of five (5) consecutive days.

**Section 4.**

Hours of work shall be established by the building administrator.

**Section 5.**

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be approved in advance by building/district administrator.

**Section 6.**

An employee called back to work by the School District outside the regular work schedule shall be paid a minimum of two (2) hours at the appropriate rate of pay. An extension of or early report to a regularly scheduled shift does not qualify an employee for the minimum call back pay.

**Section 7.**

Subd. 1. – Schools may be closed by the superintendent when in his/her judgment it would be unsafe for students to attend school.

Subd. 2. – Secretarial employees should report for work when it is safe and possible to do so. Should these employees find that they are unable to report to work, they may request of their respective administrator to use vacation days, emergency leave, personal leave, or deduct days as applicable. If weather or emergency conditions warrant, the superintendent or designee will notify personnel they may leave earlier than scheduled. Secretaries are allowed to make up to three (3) days for emergency days to be arranged with the building principal.

**ARTICLE XI -- HOLIDAYS**

**Section 1.**

Full-time 12 and 10 month employees shall receive the following paid holidays:

- |                     |                                   |
|---------------------|-----------------------------------|
| New Year’s (2 days) | July 4th (2 days) (12 month only) |
| President’s Day     | Labor Day                         |
| Good Friday         | Thanksgiving (2 days)             |
| Memorial Day        | Christmas (2 days)                |

**Section 2.**

Part-time employees employed during the regular student school year for a minimum of fourteen (14) hours per week shall be granted the following paid holidays:

- |                   |   |
|-------------------|---|
| Thanksgiving Day  | July 4 <sup>th</sup> (Effective July 4, 2016) |
| New Year’s Day    | (See stipulations in Section 5 below)         |
| Christmas Eve Day | President’s Day                               |
| Christmas Day     | Good Friday (Effective 2003)                  |
|                   | Memorial Day                                  |
|                   | Labor Day                                     |

**Section 3. Weekends**

Holidays that fall on a weekend will be observed on a day/days established by the building administrator.

**Section 4. Eligibility**

Benefits provided in this Article shall apply only to employees who are paid on a regular basis and shall not apply to substitute, temporary employees or student workers.

**Section 5. Application**

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

**Section 6. School in Session**

If a holiday occurs while an employee is on vacation or sick leave, said day shall not be charged against the employee’s leave accrual.

**Section 7. Work on a Holiday**

An employee who is required by the School District to perform work on a holiday shall receive as compensation, at double time the employee's normal hourly rate of pay for all hours worked on the holiday. Overtime shall be approved in advance by the building administrator.

**ARTICLE XII -- VACATION**

**Section 1. Vacation Time**

Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a secretary employed on March 1 would be allowed four (4) days of vacation. To qualify for vacation time a part-time employee must be a regularly employed twelve (12) month employee working a minimum of twenty-five (25) hours per week.

**Section 2.**

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.
- b. After five years of continuous service, qualified employees shall receive 15 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- e. After 25 years of continuous service, qualified employees shall receive 30 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- f. One day additional vacation shall be allowed for each two years of service beyond 25 years.
- g. Employees hired after July 1, 2008 may earn no more than 20 days of vacation.

**Section 3.**

In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date. During separation, if an employee used vacation that had not yet been accrued, the value of these days shall be deducted from the employee's last check.

**Section 4.**

Personnel shall be given every reasonable and practical choice of vacation periods possible. An employee may take vacation anytime during the fiscal year (July 1 through June 30) upon request and with agreement from the employee's supervisor. Employees unable to use their vacation during the specified period (July 1 to June 30) shall be allowed to take their vacation days up to September 1, upon request and agreement from the employee's supervisor.

**Section 5.**

Upon becoming a full-time employee eligible for vacation, employees shall be given credit for their years of part-time service with the Cloquet School District if they have worked a minimum of thirty (30) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a maximum credit of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

**Section 6.**

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 20 days, and this benefit shall accumulate at experience intervals defined in the contract. Employees hired prior to May 1, 2008 shall remain with the vacation benefit schedule without the 20-day limitation.

**ARTICLE XIII -- PROBATION AND TRIAL PERIODS**

**Section 1.**

All new employees will serve a twelve (12) month probationary period.

**Section 2.**

The School District, in its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

**Section 3. Probationary Period Change of Classification**

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10) working days in any such new classification. During this ten (10) day trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have ten (10) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

**ARTICLE XIV -- GRIEVANCE PROCEDURE**

**Section 1. Definition of a Grievance**

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

**Section 2. Representatives**

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

The Employer will recognize representatives designated by the Union as the stewards of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 3. Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have been notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

#### **Section 4. Definitions and Interpretation**

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Union.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

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.

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

#### **Section 5. Time Limitation and Waiver**

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

#### **Section 6.**

A grievance filed on behalf of all bargaining unit employees (class action) by the Union will be filed in writing with the superintendent within twenty-one (21) calendar days after the event giving rise to the grievance. The superintendent shall reply to the grievance within fourteen (14) calendar days after receipt.

#### **Section 7. Adjustments of Grievance**

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within fourteen (14) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within 14 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 14 days after receipt of the appeal. Within 14 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 14 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 14 days after receipt of the appeal. Within 21 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

## **Section 8. Arbitration Procedures**

In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 14 days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall select an arbitrator from a list provided by the EMS as per BMS procedures.

Subd. 4. Hearing: The grievance shall be heard from 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 shall have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing.

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

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

## **Section 9. Election of Remedies and Waiver**

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined

herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## **ARTICLE XV -- RETIREE HEALTH BENEFITS**

### **Section 1.**

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. 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 employee reaches Medicare eligible. 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, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Secretaries hired after September 1, 2013 will have to have 10 years of full-time employment to qualify for the benefits described in Subdivision 1, of this section. Ten years of full time employment will be defined as any ten years of full-time employment, not just the last ten years of employment.

Subd 3. Dental insurance premiums shall be 100% paid by the retired employee.

### **Section 2. Severance and 403(b)**

Effective July 1, 2015, secretarial personnel who work six (6) hours per day, nine (9) months per year, or more, for ISD No. 94 for ten (10) years prior to retirement and who are at least fifty-five (55) years of age, shall, upon retirement receive in the form of severance pay according to the following schedule:

Employees, who have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive \$90.00 for each day of unused sick leave, not to exceed 120 days.

Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive a prorated amount for each day of sick leave based on six (6) hours per day. For instance, an employee working five (5) hours per day would receive 5/6 of \$90 per day or \$75/day. Employees who receive the prorated severance benefit shall have their work hours determined by the number of hours they work per week during their last year of employment with the district.

The District will deposit one hundred percent (100%) of the employee's severance pay into a Post-Retirement Health Care Savings Plan (PRHCSP), managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the employee's retirement.

Subd 1. Beneficiary or Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

**Section 3. 403(b) Employer Matching Plan:** Employees hired after July 1, 2015 will not receive a severance benefit as defined above, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2015, employees hired prior to July 1, 2015 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They

may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District’s list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

**Subd. 1. Qualification for Benefits:** Part-time secretaries working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired secretaries who have been rehired by the school district are not eligible for employer contributions.

**Subd. 2. Cap:** There shall be a lifetime per secretary cap of \$50,000 on District contributions.

**Subd. 3. Match:** Effective July 1, 2015, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2022-2023

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
0 – 3	No match
4 – 6	\$850
7 – 10	\$1,350
11 – 15	\$1,850
16+	\$2,350

2023-2024

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
0 – 3	No match
4 – 6	\$900
7 – 10	\$1,400
11 – 15	\$1,900
16+	\$2,400

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

**Subd. 4. Plan Year:** The plan year shall be from July 1 through June 30.

**Subd. 5. Participation:** An eligible member must make application for participation by July 1, of each school year. Once an eligible member 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 member by the July 1 deadline. This provision relates to an eligible member’s willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave, in which case he/she may not participate in the matching program until the member returns.

**Section 4.**

Employees shall give at least two calendar week’s written notice prior to the effective date of resignation and at least eight calendar week’s written notice prior to the effective date of retirement. Retirees not complying with the above guidelines shall lose severance benefits unless the timeline is waived by School Board action.

**ARTICLE XVI -- SENIORITY/VACANCIES**

**Section 1. Assignment and Seniority**

Assignment of secretarial personnel shall rest with the Superintendent and the School Board.

Subd. 1. Definitions. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement.

The seniority list as of July 1, 2017 will determine the order of seniority. Thereafter, new hires shall have their seniority determined in order with the following criteria:

- (a) First date of continuous employment as determined in the board hiring resolution. Substitute work does not apply.
- (b) If there is a tie in seniority after applying (a), the next criteria will be the date at which the school board hired a secretary.
- (c) If there is a tie in seniority after applying (b), the next criteria will be the date application was received by the district office.

Subd. 2. Seniority List: The superintendent shall maintain a separate seniority list for secretaries who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the "NLA seniority list" and the other secretary seniority list will be referred to as the "regular seniority list." The seniority lists shall show the names of all secretarial personnel, initial date of employment and seniority rank. Each employee will receive a copy of the seniority list by March 31.

- a) Any secretary who was initially hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.
- b) Any secretary who was initially hired by the District as a NLA staff member, but later is employed by the District in a non-NLA position shall be listed on the regular secretary seniority list using the secretary's original date of hire with the District. Such a secretary will be removed from the NLA seniority list at the time the secretary is employed in the non-NLA position.

Subd. 3. Loss of Seniority: A secretarial employee will lose seniority for the following reasons only:

- a. Resignation.
- b. Involuntary Termination.
- c. Failure to return to work when recalled from layoff.

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

## **Section 2.**

In the event of a secretary layoff or reduction of 10 or more hours per week, secretary personnel shall be laid off by classification in inverse order of hire. An employee who is about to be laid off has the right to bump into an equal or lower paying classification and an equal or lower number of work hours, provided the employee is fully qualified to perform the duties of the classification into which they are bumping and have greater seniority than the employee being bumped. Part-time secretaries may only bump into part-time secretarial positions. An employee shall retain seniority and right to recall for a period of one (1) year. Recall shall be in inverse order of layoff. The School District shall issue written notice thirty (30) calendar days in advance of layoff.

NLA Stipulation:

- a) A secretary on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.
- b) A secretary on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

**Section 3.**

Probationary and temporary employees shall precede regular bargaining unit employees in layoff. No new employees shall be hired until all employees on layoff status have been given the opportunity for recall in any classification for which they are qualified. The parties agree that this section shall be grievable to steps one (1) and two (2) only.

**Section 4.**

If a vacancy is determined by the superintendent to be filled within the secretarial category, the School District shall post a notice of open position in all buildings on the designated bulletin boards. Employees within the secretarial unit who have completed their initial twelve (12) month probation period shall be given five (5) working days to apply for said position. When filling vacancies, first consideration shall be given to present employees. When candidates' qualifications are equal, seniority shall be used to determine who is awarded the position. If it becomes necessary to bypass present employees when filling vacancies, reasons for said denial shall be given in writing for such employees with a copy to the union.

If an internal candidate is unable to perform the duties of the new position in a satisfactory manner as determined by their immediate supervisor within two (2) weeks – (10 working days) on the new job, the individual shall be reassigned to their previously held position. Individuals filling that position would also be reassigned to their previously held positions if within the secretarial bargaining unit. The parties agree that this paragraph shall be grievable to steps one (1) and two (2) only.

In the event the vacancy or newly created position is not filled from within the secretarial unit, the position may be filled from the outside and seniority shall not be a consideration.

NLA Stipulation:

- a) A secretary on the NLA seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Cloquet Public Schools.
- b) A secretary on the regular seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Northern Lights Academy (NLA).

**ARTICLE XVII -- DISCIPLINE AND TERMINATION**

**Section 1.**

Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action may be progressive and follow the steps listed below:

1. Oral warning
2. Written warning
3. Suspension (paid or unpaid) and/or demotion
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

**Section 2.**

The School District shall not question the employee during an investigation if they know it may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the exclusive representative present at such questioning.

**Section 3.**

A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel office record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

**ARTICLE XVIII -- GENERAL PROVISIONS**

**Section 1. Non-Discrimination Clause**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law or on the basis of membership or non-membership in the exclusive bargaining unit. The exclusive representative shall share equally with the School District the responsibility for applying this provision of the Agreement.

**Section 2. Personnel Files**

All employees shall have the right to inspect their personnel file during working hours as provided for by statute.

**Section 3. Job Descriptions**

The School District shall have available upon request written job descriptions, for review, outlining the duties and responsibilities of the job classifications.

**Section 4. Tax-Deferred Annuities**

An employee may have his/her contract amended to reduce his/her salary for the purpose of the purchase of a non-forfeitable tax-deferred annuity by the School District for said employee.

Election by the employee to enter into an amendment of contract for this purpose must be made no later than the 1<sup>st</sup> or 15<sup>th</sup> of each month. Further details may be obtained from the office of the Business Manager.

**ARTICLE XIX -- PUBLIC OBLIGATION**

**Section 1.**

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

**Section 2.**

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

**ARTICLE XX -- DURATION OF CONTRACT**

**Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 – June 30, 2024, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its

expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

**Section 2. Effect**

This Agreement constitutes the full and complete understanding between the School District and the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Finality**

Any matters relating to terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement, except by mutual consent of the parties.

**Section 4. Pursuant to Law**

Pursuant to MN. Statute 179A.20, Subd. 2, no provision of this Agreement shall be contrary to law. In the event that a law changes and the language subsequently is contrary, it shall be null and void. Should the law change and language is not specifically required by law but is not contrary to law, then the language shall become negotiable during the next negotiation period unless the language becomes an exclusive management right.

**Section 5. Severability**

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

## Secretarial Union Seniority List As of July 5, 2022

Name	Start Date As Secretary	Years of Service July 1, 2022	Position	Building	Step as of July 1, 2022
<b>Cloquet School District</b>					
Borden, Mary	4/26/05	17	Head Secretary	Churchill	10+
Sinisalo, Elizabeth	10/12/09	13	Secretary/Receptionist (Sp Ed Due Process)	Middle School	10
Neumann, Lisa	5/18/15	7	Head Secretary - Community Ed	Community Ed	8
Warbalow, Tisha	6/27/16	6	Head Secretary (Admin Asst)	NLSEC	7
Rasmussen, Brenda	7/31/17	5	Financial Secretary	Central Office	6
Loons, Jessica	8/14/17	5	Secretary/Receptionist	Central Office	6
Houck, Valerie	8/22/18	4	Guidance Office Secretary	Senior High School	5
Tyman, Misty	9/17/18	4	Head Secretary	CAAEP	5
Sandman, Nicole	5/1/19	3	Head Secretary	Senior High School	7 Frozen
Doty, Lindsey	8/27/19	3	Secretary/Receptionist (Food Service)	Senior High School	4
Fast, Tara	8/15/20	2	Secretary/Receptionist	Washington	6 Frozen
Laine, Kate	8/16/20	2	Financial Secretary	Central Office	3
Denzer, Kayla	10/12/20	2	Secretary/Receptionist	Middle School	7 Frozen
Petersen, Kristie	8/9/2021	1	Head Secretary	Middle School	5 Frozen
Hanson, Willa	8/9/2021	1	Guidance Office Secretary	Middle School	3 Frozen
Cotner, Kayla	6/28/2021	1	Secretary/Receptionist (Early Childhood)	Community Ed	2
Jones, Angela	8/10/2021	1	Financial Secretary	Senior High School	2
Anthony, Barbara	10/4/2021	1	Head Secretary	Washington	7 Frozen
Eugenis, Stephanie	10/11/2021	1	Head Secretary	Washington	9
Schmitz, Melissa	12/06/2021	1	Secretary/Receptionist	Churchill	7 Frozen
<b>NLA</b>					
Bergren, Raeanne	7/12/2021	1	Head Secretary	NLA	2

- 10 + = 15 to 19 years of service  
 10 ++ = 20 to 29 years of service  
 10 +++ = 30+ years of service

The secretarial categories shall be as follows for the July 1, 2022 – June 30, 2024 school years:

- Head Secretary
- Head Secretary – Community Ed
- Secretary/Receptionist
- Financial Secretary
- Guidance Office Secretary

**The entire salary schedule shall be increased by the following percentages:**

- 2022-2023 – 3% - Should any collective bargaining group, not to include individual contracts, receive a base scale increase above 3% and/or a bonus or retention stipend for service to the district, secretarial unit employees will receive this as a “me too”. Any “me too” percentage above the 3% will be in place of the 3% and not in addition to the 3% agreement.
- 2023-2024 – “Me-too” same increase as put on the teachers’ salary schedule for 2023-2024).

**SALARY SCHEDULES SHALL BE AS FOLLOWS:**

**CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE**

2022-2023*	2022-23	3.00%								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Per Hr.									
Head Secretary	\$21.37	\$21.88	\$22.37	\$22.90	\$23.42	\$23.91	\$24.43	\$24.94	\$25.45	\$25.95
Financial Secretary	\$20.28	\$20.79	\$21.33	\$21.82	\$22.34	\$22.87	\$23.36	\$23.87	\$24.38	\$24.89
Head Sec – Comm. Ed	\$18.35	\$18.87	\$19.37	\$19.89	\$20.41	\$20.94	\$21.43	\$21.96	\$22.47	\$22.97
Guidance Office Sec.	\$18.35	\$18.87	\$19.37	\$19.89	\$20.41	\$20.94	\$21.43	\$21.96	\$22.47	\$22.97
Sec/Receptionist	\$18.02	\$18.53	\$19.04	\$19.54	\$20.06	\$20.57	\$21.08	\$21.60	\$22.11	\$22.63

2023-24	2023-24	Me-Too								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Per Hr.									
Head Secretary	TBD									
Financial Secretary	TBD									
Head Sec – Comm. Ed	TBD									
Guidance Office Sec.	TBD									
Sec/Receptionist	TBD									

\* Note: Should any collective bargaining group, not to include individual contracts, receive a base scale increase above 3% and/or a bonus or retention stipend for service to the district, secretarial unit employees will receive this as a “me too”. Any “me too” percentage above the 3% will be in place of the 3% and not in addition to the 3% agreement.

1) Longevity Pay:

- **July 1, 2020 – June 30, 2022**  
10-15 Years (\$65/mo.); 16-19 Years (\$90/mo.); and 20+ Years (\$115.00/mo.).

Longevity pay will begin on year ten (10) of the secretary’s actual month of hire with the school district and be paid based on that hire date.

2) Each step equals one (1) year of experience.

**APPENDIX A**

**ISD #94 2020 Insurance Plan Year Effective September 1, 2022  
(Based on a 1.0 FTE Calculation)**

**INSURANCE INFORMATION - NEW HIRES**

2022-2023 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
<b>500 Single</b>	\$10,750	\$10,200	\$550	\$500* (Only HRA Available)	\$500	\$1,000
<b>1,000 Family</b>	\$29,943	\$18,132	\$11,811		\$1,000	\$1,000 per person/ \$2,000 per Family
<p>\$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.</p>						
<b>HDHP 1,400 Single</b>	\$9,554	\$9,243	\$311	\$1,200	\$1,400	\$1,400
<b>HDHP 2,800 Family</b>	\$26,610	\$17,302	\$9,308		\$2,800	\$2,800
<p>\$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%.</p>						
<b>HDHP 3,500 Single</b>	\$8,207	\$8,166	\$41	\$2,100	\$3,500	\$3,500
<b>HDHP 7,000 Family</b>	\$22,860	\$16,532	\$6,328		\$7,000	\$3,500 per person/ \$7,000 per Family
<p>\$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%.</p>						
<b>HDHP 5,000 Single</b>	\$7,336	\$7,336	\$0	\$3,000	\$5,000	\$5,000
<b>HDHP 10,000 Family</b>	\$20,433	\$16,714	\$3,719		\$10,000	\$5,000 per person/ \$10,000 per Family
<p>\$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%.</p>						
<b>HDHP 6,750 Single</b>	\$6,556	\$0	\$6,556		\$6,750	\$6,750
<b>HDHP 13,500 Family</b>	\$18,261	\$0	\$18,261		\$13,500	\$6,750 per person/ \$13,500 per Family
<p>\$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%.</p>						



**INDEPENDENT SCHOOL DISTRICT NO. 94**

**CLOQUET PRINCIPALS' ASSOCIATION  
MASTER AGREEMENT**

**July 1, 2022 – June 30, 2025**

**CLOQUET, MINNESOTA**

INDEX

ARTICLE I	RECOGNITION.....	3
ARTICLE II	GRIEVANCE PROCEDURE .....	4
ARTICLE III	RIGHTS OF ASSOCIATION MEMBERS .....	7
ARTICLE IV	INDIVIDUAL ADMINISTRATOR’S RIGHTS AND RESPONSIBILITIES .....	7
ARTICLE V	INSURANCE .....	7
ARTICLE VI	SUPPLEMENTAL BENEFITS.....	8
ARTICLE VII	LEAVES OF ABSENCE .....	9
ARTICLE VIII	DUTY YEAR .....	10
ARTICLE IX	STAFFING METHODS AND PROCEDURES.....	10
ARTICLE X	UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY.....	11
ARTICLE XI	SEVERANCE.....	12
ARTICLE XII	DURATION.....	14
ARTICLE XIII	PRINCIPALS’ SALARIES .....	15
ARTICLE XIV	DOCUMENT AUTHORIZATION .....	16
ADDENDUM 1 - Sick Leave Applied to Pregnancy and Childbirth .....		17
Cloquet District Policy #410 – Family & Medical Leave Policy (Excerpts Only) .....		20

**Master Agreement  
Between  
Independent School District No. 94  
And  
Cloquet Principals' Association**

**ARTICLE I -- RECOGNITION**

**Section 1. Exclusive Bargaining Agency:** The Independent School District No. 94 School Board hereby recognizes as the exclusive and sole bargaining representative for principals and assistant principals whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term "principal" when used hereinafter in this Agreement, shall include the Principals, Cloquet Area Alternative Education Programs Principal, and Assistant Principals of secondary or elementary schools employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

**Section 2. Sole Agent:** The School Board agrees not to negotiate with any principals' organization other than the Cloquet Principals' Association as the exclusive bargaining agent.

**Subd. 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 Cloquet Principals' Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Association, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

**Subd. 2. Recognition:** In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of principals and assistant principals employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

**Section 3. Rights of Members of the Association**

**Subd. 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

**Subd. 2. Right to Join:** Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

**Subd. 3. Right to Exclusive Representation:** Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

#### **Section 4. Board of Education Rights**

**Subd. 1. Inherent Managerial Rights:** The parties recognize 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 as discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

**Subd. 2. Management Responsibilities:** The parties recognize the right and obligation of the School Board to manage and conduct efficiently 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.

**Subd. 3. Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section 5. Negotiation Procedures**

**Subd. 1.** In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

**Subd. 2.** The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

### **ARTICLE II -- GRIEVANCE PROCEDURE**

#### **Section 1. Definition of Terms and Interpretations**

**Subd. 1. Grievance:** A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of the procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.

**Subd. 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 8. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 9. Filing and Postmark:** The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 2. Representative:** The aggrieved or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 3. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter shall constitute a waiver of the grievance.

**Section 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

**Section 5. Adjustment of Grievance:** The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

**Subd. 1. Level I:** The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

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

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

**Section 8. Level II Initiation:** A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

**Section 9. Arbitration Procedures:** In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

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

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) working days after request for arbitration. The request shall ask the appointment be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. 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 hearing before the arbitrator shall be a hearing *denovo*.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

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

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

### **ARTICLE III -- RIGHTS OF ASSOCIATION MEMBERS**

**Section 1. No Restriction or Denial of Member's Rights:** Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the Statutes of Minnesota (or other applicable laws and regulations).

### **ARTICLE IV -- INDIVIDUAL ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES**

**Section 1. Strike Clause:** In no event will the compensation for an Association member covered by this Agreement be halted or suspended due to strike or work stoppage by other School Board employees, unless the member shall refuse to perform assigned duties for the School Board during the period of strike or work stoppage.

**Section 2. Administrative Travel and Allowance:** Approved travel by Association members in performance of their duties shall be reimbursed at the current rate established by the district.

### **ARTICLE V -- INSURANCE**

**Section 1a. Health Insurance:** This section remains in effect through August 31, 2015 and refers to the Choice 500/1000 Health Insurance Plan.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the full premium costs of the employees and dependent group health insurance costs. Part-time Principals, .50 FTE or more shall receive 85% of full premium costs of the employees and dependent group health insurance costs.

**Subd. 2. Employees Hired as Principals prior to July 1, 2003:** The School District shall pay the full premium costs of the employees and dependent group health insurance costs.

**Section 1b. Health Insurance:** This section is effective September 1, 2015. Any change in the actuarial equivalent of this insurance plan must be voted on and accepted by a majority of the union members.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the total family health insurance plan for principals as specified in this Article. Part-time principals .50 FTE or more shall receive 85% of the total health insurance plan for principals as specified in this article.

**Subd. 2. Employees Hired as Principals Prior to July 1, 2003:** The School District shall pay the full costs of the health insurance plan for principals as specified in this article.

**Subd 3. Single Plan:** If principals choose the single plan, the district will pay for the full single health insurance plan or the amount that the principal would qualify to receive towards the family plan if the principal had selected that plan. Principals shall receive no more in health insurance contributions than the cost of the plan they select, plus any HRA/HSA contribution they qualify to receive.

**Subd. 4. Principals' Health Insurance Plan:** The Principals' Health Insurance Plan shall be the HDHP 7,000 (Family) or the HDHP 3,500 (Single) or actuarial equivalent. PELRA statutes will govern selecting a new plan should an actuarial equivalent plan not be available. The Principals' Health Insurance Plan includes a \$5,750 HRA or HSA with the family plan or a \$3,375 HRA or HSA with the single plan. When calculating the percentage of reimbursement for a family plan (i.e., 85% for part-time principals), the percentage calculation will be applied to both the cost of the plan and the cost of the HRA or HSA. Principals' will assume the responsibility of researching applicable laws or working with an insurance consultant when they decide upon the coverage and either the HRA or HSA option(s) they select. If the rate of the insurance deductible increases, the HRA/HSA contribution will be raised to the same difference of \$1,250 for family coverage and \$125 for single coverage.

Fifty percent (50%) of the HRA/HSA benefit for which a principal qualifies to receive will be distributed during the month of September. The remainder of the HRA/HSA will be paid in equal amounts, prorated over the remaining months as follows: 1/12 of the remaining amount will be paid each month, October through July. The balance of the HRA/HSA due will be paid in August, effectively a double payment. This 50% "up-front payment" only will apply if principals have high deductible insurance plans of at least the HDHP 7,000 family plan or the HDHP 3,500 single plan and which are paired with a family plan HRA /HSA \$5,750, a single plan HRA/HSA of \$3,375, or these HRA/HSA amounts as prorated by FTE qualification.

**Section 2. Disability Insurance:** The School District shall provide long-term disability insurance up to 66 2/3% of the principal's basic salary. All eligible Principals shall be required to participate in the group at their own expense. The salary of each Principal shall be increased by the cost of their long-term disability premium.

**Section 3. Term Life Insurance:** The School District shall pay the full premium costs of term life insurance in the amount of \$150,000.00.

**Section 4. Dental Insurance:**

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the full premium costs of the employees and dependent group dental insurance costs. Part-time Principals .50 FTE or more shall receive 85% of full premium costs of the employees dependent group dental insurance costs.

**Subd. 2. Employees Hired as Full-Time Principals prior to July 1, 2003:** The School District shall pay the full premium costs of the employees and dependent group dental insurance costs.

**Section 5. Deceased Principal Benefits:** If a principal dies while actively employed by the district, dependents of a deceased principal shall continue to be eligible for dependent health insurance for a period not to exceed one year following the death of the principal, with the full cost of said insurance to be provided at School District expense.

**ARTICLE VI -- SUPPLEMENTAL BENEFITS**

**Section 1. Membership Dues:** The District shall pay the state and national membership dues in the designated professional organizations for each principal and assistant principal.

**Section 2. National Conventions:** Each principal shall be allowed to attend their respective national conventions on an every other year basis and that their expenses be paid as per District policy.

## ARTICLE VII -- LEAVES OF ABSENCE

**Section 1. Sick Leave:** On the first principals' duty day of each school year, they shall be credited with thirteen (13) days of current sick leave. For principals working less than full-time, sick leave days allotted shall be the lesser of 13 days or 13 days times a ratio of number of days worked divided by 220. Unused sick leave may accumulate to a maximum of one hundred forty (140) days of sick leave, which includes the current year's allocation. Principals hired prior to July 1, 2005 shall be credited with 140 sick leave days starting June 30, 2007. Sick leave for pregnancy and childbirth is described in Addendum 1 to this contract.

**Subd 1.** Any employee who is injured in the line of duty shall receive such compensation as prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be deducted from the sick leave pay allowed by the District

**Subd. 2.** When an administrator becomes eligible for disability benefits under the insurance company's income protection plan, the District will continue to pay a partial payment, which combined with benefits payable under the income protection plan shall not exceed 100% of the administrator's regular salary. This phase of the plan will continue until the employee's accumulated sick leave is exhausted.

Subd. 3. Principals may use sick leave for care of relatives or for safety leave as defined in Minnesota statues 181.9413 and 181.940, Subd. 4.

**Section 2. Emergency Leave:** Administrators' shall receive three (3) working days per year to be granted with pay with the approval of the Superintendent for emergencies. All such leaves shall be deducted from sick leave. Part-time Administrators shall be pro-rated according to FTE. Emergency leave may be granted for the following reasons or for unforeseen events for which the superintendent grants emergency leave.

- Extended or additional bereavement leave
- Attendance to legal matters, including legal authorities occurring during regular working hours
- Serious illness in immediate family requiring a doctor visit or hospitalization
- 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:** Principals shall be granted two (2) personal days per year.

### **Section 4. Bereavement Leave; Family:**

**Subd. 1. Qualification of Days:** For Full-Time Administrators' only, in case of death in the immediate family, which is defined as principal's spouse, principal's parents, step-parents, children, step-children, grandchildren, sister, brother, 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 principal to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles on way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. Part-time Administrators shall receive a pro-rata portion in accordance to their FTE.

## ARTICLE VIII -- DUTY YEAR

**Section 1. Principals' Workdays and Vacation Days:** The School Board shall establish the school calendar. The school calendar runs from July 1, through June 30. The principal's duty days and vacation days are listed below:

Position	Workdays	Vacation Days	Maximum Carryover Of Vacation Days
CHS Principal	230	30	0
CMS Principal	230	30	0
Elementary Principals	225	35	0
CAAEP Principal	225	35	0
Assistant Principal	215	45	0

**Subd. 1. Scheduling Vacation Days:** Vacation days will be scheduled with the superintendent's approval. Vacation days during student contact days will be limited in total days and number of principals absent (for whatever reason) from the school district. In no case, will a principal be allowed more than five (5) vacation days per year during student contact days.

**Subd. 2. Prorating Vacation Days:** Vacation days will be prorated according to the FTE of the principal. Principals retiring or resigning prior to the end of the school year will have their vacation days prorated at two (2) days per month up to the maximum days allowed by this contract.

**Subd. 3. Carryover:** Any vacation days carried over by a principal employed on June 30, 2022 shall continue to be honored and allowed for carry over. No vacation days beyond the amount carried over on June 30, 2022 shall be allowed.

**Section 2. Holidays:** Principals shall receive 12 paid holidays: Independence Day (2), Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), President's Day, Good Friday and Memorial Day.

**Subd 1. Floating Holidays:** After ten (10) years of service, principals shall be granted an additional five (5) floating holidays each year. Floating holidays are in addition to the twelve (12) holidays.

**Subd. 2. Floating Holidays for Principals Hired Prior to July 1, 2007:** Principals in this category shall receive five (5) floating holidays.

## ARTICLE IX -- STAFFING METHODS AND PROCEDURES

**Section 1. Seniority:** Administrative seniority is determined by the number of years, or fraction thereof, of employment in the District, as provided in Article X.

**Subd. 1:** A leave of absence shall not constitute a break in consecutive employment.

**Subd. 2:** In case of staff reduction or unrequested leave of absence, any employee of Independent School District No. 94 may use his/her seniority to replace another employee, as provided in Article X.

**Section 2. Vacancies:** All vacancies for positions held by Association members shall be posted and notice of such vacancies be given to all Association members at least two (2) weeks before applications are closed. When an Association member's vacancy occurs, no permanent appointment shall be made until the vacancy has been properly posted and there has been a consideration of all applicants from within District No. 94.

## ARTICLE X -- UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY

**Section 1. Purpose:** The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or an assistant principal must be placed on unrequested leave of absence due to discontinuance of position, the established Cloquet School District Principal seniority list shall apply. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on their respective seniority lists.

### **Section 2. Definitions**

**Subd. 1.** For purposes of this Article, a “principal” shall mean a continuing contract principal or assistant principal.

**Subd. 2.** For purposes of the Article, “seniority” shall mean employment under a continuing contract with a seniority date as determined by Section 3 hereof involving continuous service with the District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

**Subd. 3.** Notwithstanding any other provisions of this Article, a continuing contract principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service of one-half (1/2) time or more.

### **Section 3. Establishment of Seniority List**

**Subd. 1.** A continuing contract principal who works on a continuing contract (one hundred [100] or more consecutive days), or an administrator, not currently serving as a principal but who has previously worked in the District as a principal “under continuing contract,” shall acquire seniority rights and be placed on the seniority list.

**Subd. 2.** Though certification requirements are identical, the School Board shall distinguish between the position of principal and the position of assistant principal on the seniority list. Seniority for assistant principals is limited to that position only.

**Subd. 3.** Time served as an acting principal within ISD #94 establishes the date of seniority if employment in the same category is immediately continued upon the completion of the acting principalship assignment.

**Subd. 4.** Probationary principals shall acquire seniority after completion of the probationary period and upon such completion, their names will appear on the seniority list with a seniority date relating back to the date of appointment.

**Subd. 5.** In the event that principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification. In the event of equal level of degree, the choice will be made by the drawing of lots. The drawing of lots shall be conducted jointly by the Association and the School Board.

## **Section 4. Reinstatement**

**Subd. 1.** Principals shall be recalled from an unrequested leave of absence to available positions in the School District in field for which they are certified and for which they are qualified pursuant to the provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.

**Subd. 2.** The School Board shall maintain a recall list in accordance with this Article. This list shall be updated October 1, and a copy shall be forwarded to the Cloquet Principals' Association.

**Subd. 3.** No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in the Article to fill such vacancy.

**Subd. 4.** Notification shall be by certified mail to the last known address of the principal. In the event a principal declines a principal or assistant principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) calendar days of the date of notification, the principal shall be removed from the recall list.

**Subd. 5.** A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

**Subd. 6.** The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

**Subd. 7.** The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date of the principal's unrequested leave of absence begins or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## **ARTICLE XI – SEVERANCE**

### **(Section 1 through 5 apply only to principals hired prior to September 1, 2002)**

**Section 1.** Principals shall be eligible for severance pay under the following terms and conditions:

**Subd. 1.** The principal must complete ten (10) years of continuous service in the Cloquet School District in any full-time capacity.

**Subd. 2.** The principal must resign from the District.

**Subd. 3.** The principal must be at least 55 years of age.

**Subd. 4.** The principal must give at least two (2) months notice, unless this requirement is waived by the school board.

**Section 2.** A principal who meets the qualifications in Section 1 is eligible for severance pay as follows:

**Subd. 1.** The principal is entitled to severance pay in an amount equivalent to six (6) months of the principal's current rate of pay in effect at the time of resignation.

**Section 3.** A principal who meets the qualifications of Section 1 is eligible for sick leave reimbursement pay as follows:

**Subd. 1.** The principal is entitled to payment for unused accumulated sick leave allowed under the principal's sick leave plan up to a maximum of two (2) months based on the principal's current rate of pay in effect at the time of resignation.

**Section 4.** Payments under Section 2 and Section 3 shall be paid by the District on a schedule that is mutually agreed upon by the principal and the School District over a period not to exceed two (2) years after resignation of employment and in accordance with Minnesota law. Severance and sick leave reimbursement pay benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

**Section 5.** In the event of the death of a principal who is, at the time of death, receiving severance payments under Sections 1, 2, and 3 above, the balance of the payments shall be payable to the principal's designated beneficiary and, if no beneficiary designation is in effect, will accrue to the estate of the principal.

**Section 6.** After one (1) year of administrative service, the School District will make a matching contribution based on the schedule below for all new full-time principals into a 403(b) account. Part-time principals would be pro-rated based on their full-time equivalency, but no contribution would be made for a principal who is less than .5 FTE. The lifetime maximum for each full-time principal would be based on the schedule below and pro-rated for part-time principals. Effective September 1, 2002, new principals would not be eligible for any severance or separation pay under Sections 1, 2, and 3.

<u>Contribution Level</u>	<u>Maximum Dollar Cap</u>
FY 2023 = \$2,500	\$55,000.00
FY 2024-25 = \$3,000	

All current principals who have at least three (3) years of administrative service with the School District will have a one-time irrevocable option of selecting the matching contribution as described above. If they select the 403(b) matching option, then upon retirement if they are qualified for a severance payment that payment would then be reduced by the amount that the School Board has contributed towards the 403(b) plan.

**Section 7. Insurance Coverage:** Principals hired prior to July 1, 2003: Hospitalization, dental and life insurance shall be provided to eligible principals who retire with the School District provided he/she has been employed full-time in Independent School District No. 94 for ten (10) consecutive years prior to retirement and is fifty-five (55) years of age.

**Subd. 1. Medicare.** Once principals or their spouses become eligible for Medicare, they shall switch to a supplemental insurance coverage.

**Section 8.** This section for retirement benefits applies only to principals hired prior to 2003. The full cost of dental insurance shall be paid by the school district for a period of up to twenty (20) years following retirement from the District. The full cost of hospitalization/medical insurance shall be paid by the district for a period of up to ten (10) years following retirement from the District. If principals or their dependent/spouse become eligible for Medicare during those 10 years of insurance payments from the district, they shall be required to select a Medicare supplement insurance which shall be paid by the District for the remainder of that 10-year retirement benefit.

At the end of the 2014-2015 school year, when principals have worked for the district for 10 years, they shall have an amount of money deposited into a Retirement-Only HRA in accordance with the Minnesota and federal laws and rules. This amount shall be \$60,000 for eligible principals except for Warren Peterson who shall receive \$65,000. Post-Retirement HRA funds may not be accessed until the principals retire and reach the age of 55.

**Section 9.** Eligible principals (as stated in Section 1 of this Article) hired after July 1, 2003, will not receive post retirement dental or health insurance. Eligible principals will be eligible for a District contribution to a Post-Retirement HRA based on the following schedule:

<u>Monthly Contribution Level</u>	<u>Years of Service</u>
0	0 – 1
\$ 250	2 - 6
\$ 375	7 - 10
\$ 500	11 - 15
\$ 600	16 and over

**Maximum Dollar Cap = \$90,000**

All current Principals will have a one-time irrevocable option of selecting this option in lieu of the benefits provided in Section 7 of this Article.

**Section 10.** Life insurance premiums shall be paid by the School District for eligible retired principals for up to fifteen (15) years after the effective date of their retirement.

**Section 11.** Dependents' eligibility for continuation of the School District contributions for premiums for a deceased administrators' post-resignation hospitalization and dental insurance benefits shall cease one year after the death of the administrator or upon the expiration of the administrator's period of eligibility for those benefits, whichever occurs first.

**Section 12.** Post-termination group hospitalization, dental and life insurance benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

## **ARTICLE XII -- DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the Association members 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 negotiations during the term of the Agreement, except by mutual agreement.

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

**Section 5. Notification:** In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least sixty (60) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

**ARTICLE XIII -- PRINCIPALS' BASE SALARIES**

<b>Position</b>	<b>FY 22 - 2.45%</b>	<b>FY 23 - 2%</b>	<b>FY 24</b>	<b>FY 25</b>
Elementary Principal	\$114,154	\$116,437	Me Too	Me Too
Middle School Principal	\$118,387	\$120,755	Me Too	Me Too
CAAEP Principal	\$100,557	\$102,568	Me Too	Me Too
Assistant Principal	\$102,537	\$104,588	Me Too	Me Too
High School Principal	\$122,638	\$125,091	Me Too	Me Too

For FY23-25, the scheduled percent increase will equal the teacher negotiated increases as listed on their salary schedules.

**Section 1. New Hires:** New principals to the district will be placed on the following salary schedule where one step equals one year of service. The board may award years of experience for initial placement on the schedule at its discretion. The percentage of base salary principals receive per year of employment will be as follows:

<b>Year of Employment</b>	<b>Step One (1)</b>	<b>Step Two (2)</b>	<b>Step Three (3)</b>	<b>Step Four (4)</b>	<b>Step Five (5)</b>
<b>Percentage of Base Salary</b>	<b>90%</b>	<b>92.5%</b>	<b>95%</b>	<b>97.5%</b>	<b>100%</b>

**Section 2. Longevity Pay:**

Years 6-9: \$2,000/year and will increase at the rate of salary increase percentage yearly  
 Years 10+: \$3,000/year and will increase at the rate of salary increase percentage yearly

**Section 3: Extra Evening Commitment Stipend:** The high school assistant principal and principal shall receive an annual stipend of \$2000.00 for evening commitments. This rate shall increase at the rate of the salary increase percentage yearly.

**ARTICLE XIV -- DOCUMENT AUTHORIZATION**

**FOR:**

**CLOQUET PRINCIPALS' ASSOCIATION**  
Cloquet, Minnesota 55720

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Association Negotiator

Dated this 8<sup>th</sup> day of August 2022

**FOR:**

**INDEPENDENT SCHOOL DISTRICT NO. 94**  
302 14<sup>th</sup> Street  
Cloquet, Minnesota 55720

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Superintendent

Dated this 8<sup>th</sup> day of August 2022

## **ADDENDUM 1: Sick Leave Applied to Pregnancy and Childbirth**

### **Guide for Maternity Questions (Intended for members covered by the Principals' Master Agreement)**

#### **MOTHER**

Pregnancy leave and maternity leave will be administered as sick leave and in accordance with Minnesota State Law and the federal Family and Medical Leave Act (FMLA). Notice of anticipated leave should be made as soon as possible. Standard practice for leave following the birth of a child is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. A physician's order for extended leave due to medical conditions preventing the employee's return to work may extend this leave.

The letter to the superintendent/school board should include the anticipated starting date and the length of the anticipated leave. Any anticipated extension of leave under Minnesota law or FMLA should be indicated at this time. Note that leave under Minnesota law or FMLA will run concurrently with sick leave.

Once available sick leave runs out, any additional leave under Minnesota law or FMLA is unpaid leave. According to FMLA, however, the District will continue to pay for the employee's health insurance benefit according to the Master Agreement as the employee qualifies for FMLA leave.

#### **Benefits while you are on maternity leave:**

- Paid sick leave is dependent on the number of sick days you have accumulated.
- After sick leave is used you qualify for Family Medical Leave which covers your insurance for up to 12 weeks at the rate you are paying at the time of your delivery. The 12 weeks does not have to be taken in consecutive full days.
- If an employee's health insurance benefit requires a portion to be paid by the employee, the employee will have to continue to pay that portion in order to have their health insurance coverage remain in effect. This stipulation is for when the employee may run out of paid sick leave.
- After the 12 weeks of Family Medical Leave, all of the employee benefit premiums are the responsibility of that employee.
- Note: Staff members, who are on leave, may not return to work for the new school year to accumulate their allocated leave days to use for the current leave. Employees may not work an extra-service/coaching contract while on leave as well.

If additional leave time is needed, the following options may be available:

- Personal leave/comp day.
- Possible Emergency days (situational)
- Deduct days.
- Family Medical Leave.
- Note: Some or all of the above may be granted at the administrators' discretion.

#### **SPOUSE**

The spouse may take leave according to the employee's master agreement, Minnesota law, and FMLA. The same stipulations as specified above for leaves running concurrently and responsibility for health insurance coverage specified above apply for spouses as well. The district office should be notified in a timely fashion if this leave will be taken, so appropriate planning can take place. Note that if you are on an extra-service contract you are unable to work while you are using paid sick leave days.

If additional leave is needed, the options listed above for the mother apply to the spouse as well.

## ADDITIONAL RESOURCES

### Minnesota Law

#### **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 of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, 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. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:
  - 1. "domestic abuse" has the meaning given in section 518B.01;
  - 2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
  - 3. "stalking" has the meaning given in section 609.749.
- c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury but does not include short-term or long-term disability or other salary continuation benefits.
- e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.
- g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
- h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

#### **Sec. 4. [181.9414] PREGNANCY ACCOMMODATIONS.**

**Subdivision 1. Accommodation.** An employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth if she so requests, with the advice of her licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of her licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. "Reasonable accommodation" may include, but is not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, and

limits to heavy lifting. Notwithstanding any other provision of this section, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this section, and shall not be required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

**Subd. 2. Interaction with other laws.** Nothing in this section shall be construed to affect any other provision of law relating to sex discrimination or pregnancy, or in any way to diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

**Subd. 3. No employer retribution.** An employer shall not retaliate against an employee for requesting or obtaining accommodation under this section.

**Subd. 4. Employee not required to take leave.** An employer shall not require an employee to take a leave or accept an accommodation.

#### **181.943 RELATIONSHIP TO OTHER LEAVE.**

The length of parental leave provided under section 181.941 may be reduced by any period of:

- a) paid parental, disability, personal, medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed to by the employer; or
- b) leave taken for the same purpose by the employee under United States Code, title 29, chapter 28.
- c) Nothing in sections 181.940 to 181.943 prevents any employer from providing leave benefits in addition to those provided in sections 181.940 to 181.944 or otherwise affects an employee's rights with respect to any other employment benefit.

#### **EMPLOYMENT PROTECTION -- 181.939 NURSING MOTHERS.**

- a) An employer must provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee. An employer is not required to provide break time under this section if to do so would unduly disrupt the operations of the employer.
- b) The employer must make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express her milk in privacy. The employer would be held harmless if reasonable effort has been made.
- c) For the purposes of this section, "employer" means a person or entity that employs one or more employees and includes the state and its political subdivisions.
- d) An employer may not retaliate against an employee for asserting rights or remedies under this section.

**Sec. 4. Subdivision 1. Investigation.** The Division of Labor Standards and Apprenticeship shall receive complaints of employees against employers relating to sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436 and investigate informally whether an employer may be in violation of sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436. The division shall attempt to resolve employee complaints by informing employees and employers of the provisions of the law and directing employers to comply with the law. For complaints related to section 181.939, the division must contact the employer within two business days and investigate the complaint within ten days of receipt of the complaint

**CLOQUET DISTRICT POLICY #410 - FAMILY AND MEDICAL LEAVE POLICY**

**I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

**III. LEAVE ENTITLEMENT**

**A. Twelve-week Leave.**

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee’s child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition; and/or
  - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job.
  - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, “year is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee’s own serious health condition; or pursuant to Paragraph IV.A.1e. above.
6. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular position, and which has equivalent pay and benefits.

7. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
8. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
9. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
10. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
11. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
12. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. The school district shall comply with written notice requirements as set forth in federal regulations.
13. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
14. An employee who does not return to work after leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

15. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 (“FMLA”) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
  16. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.
- B. Six-week Leave.
1. An employee who does not qualify for leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half full-time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs. The length of the leave shall be determined by the employee, but may not exceed six weeks, unless agreed to by the employer.
  2. The leave shall begin at a time requested by the employee but not more than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

**VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.



**INDEPENDENT SCHOOL DISTRICT NO. 94**

**CLOQUET PRINCIPALS' ASSOCIATION  
MASTER AGREEMENT**

**July 1, 20~~22~~<sup>19</sup> – June 30, 20~~22~~<sup>52</sup>**

**CLOQUET, MINNESOTA**

INDEX

ARTICLE I	RECOGNITION.....	3
ARTICLE II	GRIEVANCE PROCEDURE .....	4
ARTICLE III	RIGHTS OF ASSOCIATION MEMBERS .....	7
ARTICLE IV	INDIVIDUAL ADMINISTRATOR’S RIGHTS AND RESPONSIBILITIES .....	7
ARTICLE V	INSURANCE .....	7
ARTICLE VI	SUPPLEMENTAL BENEFITS.....	8
ARTICLE VII	LEAVES OF ABSENCE .....	9
ARTICLE VIII	DUTY YEAR .....	9
ARTICLE IX	STAFFING METHODS AND PROCEDURES.....	10
ARTICLE X	UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY.....	10
ARTICLE XI	SEVERANCE.....	12
ARTICLE XII	DURATION.....	14
ARTICLE XIII	PRINCIPALS’ SALARIES .....	15
ARTICLE XIV	DOCUMENT AUTHORIZATION .....	16
	 ADDENDUM 1 - Sick Leave Applied to Pregnancy and Childbirth .....	 17
	 Cloquet District Policy #410 – Family & Medical Leave Policy (Excerpts Only) .....	 20

**Master Agreement  
Between  
Independent School District No. 94  
And  
Cloquet Principals' Association**

**ARTICLE I -- RECOGNITION**

**Section 1. Exclusive Bargaining Agency:** The Independent School District No. 94 School Board hereby recognizes as the exclusive and sole bargaining representative for principals and assistant principals whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term "principal" when used hereinafter in this Agreement, shall include the Principals, Cloquet Area Alternative Education Programs Principal, and Assistant Principals of secondary or elementary schools employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

**Section 2. Sole Agent:** The School Board agrees not to negotiate with any principals' organization other than the Cloquet Principals' Association as the exclusive bargaining agent.

**Subd. 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 Cloquet Principals' Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the Association, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

**Subd. 2. Recognition:** In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of principals and assistant principals employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

**Section 3. Rights of Members of the Association**

**Subd. 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

**Subd. 2. Right to Join:** Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

**Subd. 3. Right to Exclusive Representation:** Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

## **Section 4. Board of Education Rights**

**Subd. 1. Inherent Managerial Rights:** The parties recognize 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 as discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

**Subd. 2. Management Responsibilities:** The parties recognize the right and obligation of the School Board to manage and conduct efficiently 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.

**Subd. 3. Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

## **Section 5. Negotiation Procedures**

**Subd. 1.** In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

**Subd. 2.** The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

## **ARTICLE II -- GRIEVANCE PROCEDURE**

### **Section 1. Definition of Terms and Interpretations**

**Subd. 1. Grievance:** A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of the procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.

**Subd. 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 8. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 9. Filing and Postmark:** The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 2. Representative:** The aggrieved or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 3. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter shall constitute a waiver of the grievance.

**Section 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

**Section 5. Adjustment of Grievance:** The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

**Subd. 1. Level I:** The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

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

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the Board automatically advances the grievance to Level III.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

**Section 8. Level II Initiation:** A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

**Section 9. Arbitration Procedures:** In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

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

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) working days after request for arbitration. The request shall ask the appointment be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. 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 hearing before the arbitrator shall be a hearing *denovo*.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

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

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

### ARTICLE III -- RIGHTS OF ASSOCIATION MEMBERS

**Section 1. No Restriction or Denial of Member's Rights:** Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the Statutes of Minnesota (or other applicable laws and regulations).

### ARTICLE IV -- INDIVIDUAL ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

**Section 1. Strike Clause:** In no event will the compensation for an Association member covered by this Agreement be halted or suspended due to strike or work stoppage by other School Board employees, unless the member shall refuse to perform assigned duties for the School Board during the period of strike or work stoppage.

**Section 2. Administrative Travel and Allowance:** Approved travel by Association members in performance of their duties shall be reimbursed at the current rate established by the district.

### ARTICLE V -- INSURANCE

**Section 1a. Health Insurance:** This section remains in effect through August 31, 2015 and refers to the Choice 500/1000 Health Insurance Plan.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the full premium costs of the employees and dependent group health insurance costs. Part-time Principals, .50 FTE or more shall receive 85% of full premium costs of the employees and dependent group health insurance costs.

**Subd. 2. Employees Hired as Principals prior to July 1, 2003:** The School District shall pay the full premium costs of the employees and dependent group health insurance costs.

**Section 1b. Health Insurance:** This section is effective September 1, 2015. Any change in the actuarial equivalent of this insurance plan must be voted on and accepted by a majority of the union members.

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the total family health insurance plan for principals as specified in this Article. Part-time principals .50 FTE or more shall receive 85% of the total health insurance plan for principals as specified in this article.

**Subd. 2. Employees Hired as Principals Prior to July 1, 2003:** The School District shall pay the full costs of the health insurance plan for principals as specified in this article.

**Subd 3. Single Plan:** If principals choose the single plan, the district will pay for the full single health insurance plan or the amount that the principal would qualify to receive towards the family plan if the principal had selected that plan. Principals shall receive no more in health insurance contributions than the cost of the plan they select, plus any HRA/HSA contribution they qualify to receive.

**Subd. 4. Principals' Health Insurance Plan:** The Principals' Health Insurance Plan shall be the HDHP ~~7,0006,750~~ (Family) or the HDHP ~~3,5003,375~~ (Single) or actuarial equivalent. PELRA statutes will govern selecting a new plan should an actuarial equivalent plan not be available. The Principals' Health Insurance Plan includes a \$~~5,750500~~ HRA or HSA with the family plan or a \$~~3,375250~~ HRA or HSA with the single plan. When calculating the percentage of reimbursement for a family plan (i.e., 85% for part-time principals), the percentage calculation will be applied to both the cost of the plan and the cost of the HRA or HSA. Principals' will assume the responsibility of researching applicable laws or working with an insurance consultant when they decide upon the coverage and either the HRA or HSA option(s) they select. If the rate of the insurance deductible increases, the HRA/HSA contribution will be raised to the same difference of \$1,250 for family coverage and \$125 for single coverage.

Fifty percent (50%) of the HRA/HSA benefit for which a principal qualifies to receive will be distributed during the month of September. The remainder of the HRA/HSA will be paid in equal amounts, prorated over the remaining months as follows: 1/12 of the remaining amount will be paid each month, October through July. The balance of the HRA/HSA due will be paid in August, effectively a double payment. This 50% "up-front payment" only will apply if principals have high deductible insurance plans of at least the HDHP ~~7,0006,750~~ family plan or the HDHP ~~3,500375~~ single plan and which are paired with a family plan HRA /HSA \$~~5,750500~~, a single plan HRA/HSA of \$~~3,375250~~, or these HRA/HSA amounts as prorated by FTE qualification.

**Section 2. Disability Insurance:** The School District shall provide long-term disability insurance up to 66 2/3% of the principal's basic salary. All eligible Principals shall be required to participate in the group at their own expense. The salary of each Principal shall be increased by the cost of their long-term disability premium.

**Section 3. Term Life Insurance:** The School District shall pay the full premium costs of term life insurance in the amount of \$150,000.00.

#### **Section 4. Dental Insurance:**

**Subd. 1. Employees Hired as Full-Time Principals after July 1, 2003:** The School District shall pay 90% of the full premium costs of the employees and dependent group dental insurance costs. Part-time Principals .50 FTE or more shall receive 85% of full premium costs of the employees dependent group dental insurance costs.

**Subd. 2. Employees Hired as Full-Time Principals prior to July 1, 2003:** The School District shall pay the full premium costs of the employees and dependent group dental insurance costs.

**Section 5. Deceased Principal Benefits:** If a principal dies while actively employed by the district, dependents of a deceased principal shall continue to be eligible for dependent health insurance for a period not to exceed one year following the death of the principal, with the full cost of said insurance to be provided at School District expense.

## **ARTICLE VI -- SUPPLEMENTAL BENEFITS**

**Section 1. Membership Dues:** The District shall pay the state and national membership dues in the designated professional organizations for each principal and assistant principal.

**Section 2. National Conventions:** Each principal shall be allowed to attend their respective national conventions on an every other year basis and that their expenses be paid as per District policy.

## ARTICLE VII -- LEAVES OF ABSENCE

**Section 1. Sick Leave:** On the first principals' duty day of each school year, they shall be credited with thirteen (13) days of current sick leave. For principals working less than full-time, sick leave days allotted shall be the lesser of 13 days or 13 days times a ratio of number of days worked divided by 220. Unused sick leave may accumulate to a maximum of one hundred forty (140) days of sick leave, which includes the current year's allocation. Principals hired prior to July 1, 2005 shall be credited with 140 sick leave days starting June 30, 2007. Sick leave for pregnancy and childbirth is described in Addendum 1 to this contract.

**Subd 1.** Any employee who is injured in the line of duty shall receive such compensation as prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be deducted from the sick leave pay allowed by the District

**Subd. 2.** When an administrator becomes eligible for disability benefits under the insurance company's income protection plan, the District will continue to pay a partial payment, which combined with benefits payable under the income protection plan shall not exceed 100% of the administrator's regular salary. This phase of the plan will continue until the employee's accumulated sick leave is exhausted.

Subd. 3. Principals may use sick leave for care of relatives or for safety leave as defined in Minnesota statues 181.9413 and 181.940, Subd. 4.

**Section 2. Emergency Leave:** Administrators' shall receive three (3) working days per year to be granted with pay with the approval of the Superintendent for emergencies. All such leaves shall be deducted from sick leave. Part-time Administrators shall be pro-rated according to FTE. Emergency leave may be granted for the following reasons or for unforeseen events for which the superintendent grants emergency leave.

- Extended or additional bereavement leave
- Attendance to legal matters, including legal authorities occurring during regular working hours
- Serious illness in immediate family requiring a doctor visit or hospitalization
- 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:** Principals shall be granted two (2) personal days per year.

### **Section 4. Bereavement Leave; Family:**

**Subd. 1. Qualification of Days:** For Full-Time Administrators' only, in case of death in the immediate family, which is defined as principal's spouse, principal's parents, step-parents, children, step-children, grandchildren, sister, brother, 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 principal to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles on way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. Part-time Administrators shall receive a pro-rata portion in accordance to their FTE.

## ARTICLE VIII -- DUTY YEAR

**Section 1. Principals' Workdays and Vacation Days:** The School Board shall establish the school calendar. The school calendar runs from July 1, through June 30. The principal's duty days and vacation days are listed below:

Position	Workdays	Vacation Days	Maximum Carryover Of Vacation Days
CHS Principal	23035	3025	025
CMS Principal	23035	3025	025
Elementary Principals	22530	350	030
CAAEP Principal	22527	353	033
Assistant Principal	21527	4533	033

**Subd. 1. Scheduling Vacation Days:** Vacation days will be scheduled with the superintendent's approval. Vacation days during student contact days will be limited in total days and number of principals absent (for whatever reason) from the school district. In no case, will a principal be allowed more than five (5) vacation days per year during student contact days.

**Subd. 2. Prorating Vacation Days:** Vacation days will be prorated according to the FTE of the principal. Principals retiring or resigning prior to the end of the school year will have their vacation days prorated at two (2) days per month up to the maximum days allowed by this contract.

**Subd. 3. Carryover:** ~~Principals shall be allowed to carry over unused vacation days up to one (1) year per year. If unused during this period, those days shall be lost. The amount of unused~~ Any vacation days carried over by a principal employed on as of June 30, 2022 shall continue to be honored and allowed for carried over, but ~~no~~ No vacation days beyond the amount additional carried over vacation on June 30, 2022 shall be allowed.

**Section 2. Holidays:** Principals shall receive 12 paid holidays: Independence Day (2), Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), President's Day, Good Friday and Memorial Day.

**Subd 1. Floating Holidays:** After ten (10) years of service, principals shall be granted an additional five (5) floating holidays each year. Floating holidays are in addition to the twelve (12) holidays.

**Subd. 2. Floating Holidays for Principals Hired Prior to July 1, 2007:** Principals in this category shall receive five (5) floating holidays.

**ARTICLE IX -- STAFFING METHODS AND PROCEDURES**

**Section 1. Seniority:** Administrative seniority is determined by the number of years, or fraction thereof, of employment in the District, as provided in Article X.

**Subd. 1:** A leave of absence shall not constitute a break in consecutive employment.

**Subd. 2:** In case of staff reduction or unrequested leave of absence, any employee of Independent School District No. 94 may use his/her seniority to replace another employee, as provided in Article X.

**Section 2. Vacancies:** All vacancies for positions held by Association members shall be posted and notice of such vacancies be given to all Association members at least two (2) weeks before applications are closed. When an Association member's vacancy occurs, no permanent appointment shall be made until the vacancy has been properly posted and there has been a consideration of all applicants from within District No. 94.

**ARTICLE X -- UNREQUESTED LEAVE OF ABSENCE AND SENIORITY POLICY**

**Section 1. Purpose:** The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes caused by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or an assistant principal must be placed on unrequested leave of absence due to discontinuance of position, the established Cloquet School District Principal seniority list shall apply. Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on their respective seniority lists.

## **Section 2. Definitions**

**Subd. 1.** For purposes of this Article, a “principal” shall mean a continuing contract principal or assistant principal.

**Subd. 2.** For purposes of the Article, “seniority” shall mean employment under a continuing contract with a seniority date as determined by Section 3 hereof involving continuous service with the District. For purposes of seniority standing, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

**Subd. 3.** Notwithstanding any other provisions of this Article, a continuing contract principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service of one-half (1/2) time or more.

## **Section 3. Establishment of Seniority List**

**Subd. 1.** A continuing contract principal who works on a continuing contract (one hundred [100] or more consecutive days), or an administrator, not currently serving as a principal but who has previously worked in the District as a principal “under continuing contract,” shall acquire seniority rights and be placed on the seniority list.

**Subd. 2.** Though certification requirements are identical, the School Board shall distinguish between the position of principal and the position of assistant principal on the seniority list. Seniority for assistant principals is limited to that position only.

**Subd. 3.** Time served as an acting principal within ISD #94 establishes the date of seniority if employment in the same category is immediately continued upon the completion of the acting principalship assignment.

**Subd. 4.** Probationary principals shall acquire seniority after completion of the probationary period and upon such completion, their names will appear on the seniority list with a seniority date relating back to the date of appointment.

**Subd. 5.** In the event that principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification. In the event of equal level of degree, the choice will be made by the drawing of lots. The drawing of lots shall be conducted jointly by the Association and the School Board.

## **Section 4. Reinstatement**

**Subd. 1.** Principals shall be recalled from an unrequested leave of absence to available positions in the School District in field for which they are certified and for which they are qualified pursuant to the

provisions of this Article. The principal with the highest amount of seniority so certified and qualified shall be reinstated first.

**Subd. 2.** The School Board shall maintain a recall list in accordance with this Article. This list shall be updated October 1, and a copy shall be forwarded to the Cloquet Principals' Association.

**Subd. 3.** No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly certified and qualified as provided in the Article to fill such vacancy.

**Subd. 4.** Notification shall be by certified mail to the last known address of the principal. In the event a principal declines a principal or assistant principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) calendar days of the date of notification, the principal shall be removed from the recall list.

**Subd. 5.** A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

**Subd. 6.** The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

**Subd. 7.** The unrequested leave of absence of a principal who is not reinstated shall continue for a period of five (5) years from the date of the principal's unrequested leave of absence begins or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## **ARTICLE XI – SEVERANCE**

### **(Section 1 through 5 apply only to principals hired prior to September 1, 2002)**

**Section 1.** Principals shall be eligible for severance pay under the following terms and conditions:

**Subd. 1.** The principal must complete ten (10) years of continuous service in the Cloquet School District in any full-time capacity.

**Subd. 2.** The principal must resign from the District.

**Subd. 3.** The principal must be at least 55 years of age.

**Subd. 4.** The principal must give at least two (2) months notice, unless this requirement is waived by the school board.

**Section 2.** A principal who meets the qualifications in Section 1 is eligible for severance pay as follows:

**Subd. 1.** The principal is entitled to severance pay in an amount equivalent to six (6) months of the principal's current rate of pay in effect at the time of resignation.

**Section 3.** A principal who meets the qualifications of Section 1 is eligible for sick leave reimbursement pay as follows:

**Subd. 1.** The principal is entitled to payment for unused accumulated sick leave allowed under the principal’s sick leave plan up to a maximum of two (2) months based on the principal’s current rate of pay in effect at the time of resignation.

**Section 4.** Payments under Section 2 and Section 3 shall be paid by the District on a schedule that is mutually agreed upon by the principal and the School District over a period not to exceed two (2) years after resignation of employment and in accordance with Minnesota law. Severance and sick leave reimbursement pay benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

**Section 5.** In the event of the death of a principal who is, at the time of death, receiving severance payments under Sections 1, 2, and 3 above, the balance of the payments shall be payable to the principal’s designated beneficiary and, if no beneficiary designation is in effect, will accrue to the estate of the principal.

**Section 6.** After one (1) year of administrative service, the School District will make a matching contribution based on the schedule below for all new full-time principals into a 403(b) account. Part-time principals would be pro-rated based on their full-time equivalency, but no contribution would be made for a principal who is less than .5 FTE. The lifetime maximum for each full-time principal would be based on the schedule below and pro-rated for part-time principals. Effective September 1, 2002, new principals would not be eligible for any severance or separation pay under Sections 1, 2, and 3.

<u>Contribution Level</u>	<u>Years of Service</u>
\$2,000/year	2 thru 15
\$2,250/year	16+ years

<u>Position</u>	<u>Maximum Dollar Cap</u>
Principal	\$50,000.00
Assistant Principal	\$45,000.00

<u>Contribution Level</u>	<u>Maximum Dollar Cap</u>
FY 2023 = \$2,500	\$55,000.00
FY 2024-25 = \$3,000	

All current principals who have at least three (3) years of administrative service with the School District will have a one-time irrevocable option of selecting the matching contribution as described above. If they select the 403(b) matching option, then upon retirement if they are qualified for a severance payment that payment would then be reduced by the amount that the School Board has contributed towards the 403(b) plan.

**Section 7. Insurance Coverage:** Principals hired prior to July 1, 2003: Hospitalization, dental and life insurance shall be provided to eligible principals who retire with the School District provided he/she has been employed full-time in Independent School District No. 94 for ten (10) consecutive years prior to retirement and is fifty-five (55) years of age.

**Subd. 1. Medicare.** Once principals or their spouses become eligible for Medicare, they shall switch to a supplemental insurance coverage.

**Section 8.** This section for retirement benefits applies only to principals hired prior to 2003. The full cost of dental insurance shall be paid by the school district for a period of up to twenty (20) years following retirement from the District. The full cost of hospitalization/medical insurance shall be paid by the district for a period of up to ten (10) years following retirement from the District. If principals or their dependent/spouse become eligible for Medicare during those 10 years of insurance payments from the district, they shall be required to select a Medicare supplement insurance which shall be paid by the District for the remainder of that 10-year retirement benefit.

At the end of the 2014-2015 school year, when principals have worked for the district for 10 years, they shall have an amount of money deposited into a Retirement-Only HRA in accordance with the Minnesota and federal laws and rules. This amount shall be \$60,000 for eligible principals except for Warren Peterson who shall receive \$65,000. Post-Retirement HRA funds may not be accessed until the principals retire and reach the age of 55.

**Section 9.** Eligible principals (as stated in Section 1 of this Article) hired after July 1, 2003, will not receive post retirement dental or health insurance. Eligible principals will be eligible for a District contribution to a Post-Retirement HRA based on the following schedule:

<u>Monthly Contribution Level</u>	<u>Years of Service</u>
0	0 – 1
\$ 250	2 - 6
\$ 375	7 - 10
\$ 500	11 - 15
\$ 600	16 and over

**Maximum Dollar Cap = \$90,000**

All current Principals will have a one-time irrevocable option of selecting this option in lieu of the benefits provided in Section 7 of this Article.

**Section 10.** Life insurance premiums shall be paid by the School District for eligible retired principals for up to fifteen (15) years after the effective date of their retirement.

**Section 11.** Dependents' eligibility for continuation of the School District contributions for premiums for a deceased administrators' post-resignation hospitalization and dental insurance benefits shall cease one year after the death of the administrator or upon the expiration of the administrator's period of eligibility for those benefits, whichever occurs first.

**Section 12.** Post-termination group hospitalization, dental and life insurance benefits shall not be granted to any administrator who is terminated for cause under Minn. Stat. §122A.40.

## **ARTICLE XII -- DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2022~~19~~ through June 30, 2025~~2~~, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the Association members 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 negotiations during the term of the Agreement, except by mutual agreement.

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

**Section 5. Notification:** In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least sixty (60) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

**ARTICLE XIII -- PRINCIPALS' BASE SALARIES**

<b>Position</b>	<b>FY 20 (2%)</b>	<b>FY 21 (1.75%)</b>	<b>FY 22</b>
Elementary Principal	\$109,508	\$111,424	TBD
Middle School Principal	\$113,578	\$115,556	TBD
CAAEP Principal	\$96,464	\$98,152	TBD
Assistant Principal	\$98,364	\$100,085	TBD
High School Principal	\$117,646	\$119,705	TBD

<b>Position</b>	<b>FY 22 - 2.45%</b>	<b>FY 23 - 2%</b>	<b>FY 24</b>	<b>FY 25</b>
Elementary Principal	\$114,154	\$116,437	Me Too	Me Too
Middle School Principal	\$118,387	\$120,755	Me Too	Me Too
CAAEP Principal	\$100,557	\$102,568	Me Too	Me Too
Assistant Principal	\$102,537	\$104,588	Me Too	Me Too
High School Principal	\$122,638	\$125,091	Me Too	Me Too

For FY23-252, the scheduled percent increase will equal the teacher negotiated increases as listed on their salary schedules.

**Section 1. New Hires:** New principals to the district will be placed on the following salary schedule where one step equals one year of service. The board may award years of experience for initial placement on the schedule at its discretion. The percentage of base salary principals receive per year of employment will be as follows:

<b>Year of Employment</b>	<b>Step One (1)</b>	<b>Step Two (2)</b>	<b>Step Three (3)</b>	<b>Step Four (4)</b>	<b>Step Five (5)</b>
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<b>Percentage of Base Salary</b>	<b>90%</b>	<b>92.5%</b>	<b>95%</b>	<b>97.5%</b>	<b>100%</b>

**Section 2. Longevity Pay:**

- ~~—Years 10-15 ————— \$500~~
- ~~—Years 16-20 ————— \$750~~
- ~~—Years 21-25 ————— \$1000~~
- ~~—Years 26-30 ————— \$1250~~
- ~~—Years 31+ ————— \$1500~~

Years 6-9: \$2,000/year and will increase at the rate of salary increase percentage yearly  
Years 10+: \$3,000/year and will increase at the rate of salary increase percentage yearly

**Section 3: Extra Evening Commitment Stipend:** The high school assistant principal and principal shall receive an annual stipend of \$2000.00 for evening commitments. This rate shall increase at the rate of the salary increase percentage yearly.

**ARTICLE XIV -- DOCUMENT AUTHORIZATION**

**FOR:**

**CLOQUET PRINCIPALS' ASSOCIATION**  
**Cloquet, Minnesota 55720**

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Chief Association Negotiator

**FOR:**

**INDEPENDENT SCHOOL DISTRICT NO. 94**  
**302 14<sup>th</sup> Street**  
**Cloquet, Minnesota 55720**

\_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Superintendent

Dated this 8<sup>th</sup> day of ~~August~~July 20~~22~~19

Dated this 8<sup>th</sup> day of ~~August~~July 20~~12~~19

## **ADDENDUM 1: Sick Leave Applied to Pregnancy and Childbirth**

### **Guide for Maternity Questions (Intended for members covered by the Principals' Master Agreement)**

#### **MOTHER**

Pregnancy leave and maternity leave will be administered as sick leave and in accordance with Minnesota State Law and the federal Family and Medical Leave Act (FMLA). Notice of anticipated leave should be made as soon as possible. Standard practice for leave following the birth of a child is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. A physician's order for extended leave due to medical conditions preventing the employee's return to work may extend this leave.

The letter to the superintendent/school board should include the anticipated starting date and the length of the anticipated leave. Any anticipated extension of leave under Minnesota law or FMLA should be indicated at this time. Note that leave under Minnesota law or FMLA will run concurrently with sick leave.

Once available sick leave runs out, any additional leave under Minnesota law or FMLA is unpaid leave. According to FMLA, however, the District will continue to pay for the employee's health insurance benefit according to the Master Agreement as the employee ~~qualifies~~ <sup>qualifies</sup> for FMLA leave.

## Benefits while you are on maternity leave:

- Paid sick leave is dependent on the number of sick days you have accumulated.
- After sick leave is used you qualify for Family Medical Leave which covers your insurance for up to 12 weeks at the rate you are paying at the time of your delivery. The 12 weeks does not have to be taken in consecutive full days.
- If an employee's health insurance benefit requires a portion to be paid by the employee, the employee will have to continue to pay that portion in order to have their health insurance coverage remain in effect. This stipulation is for when the employee may run out of paid sick leave.
- After the 12 weeks of Family Medical Leave, all of the employee benefit premiums are the responsibility of that employee.
- Note: Staff members, who are on leave, may not return to work for the new school year to accumulate their allocated leave days to use for the current leave. Employees may not work an extra-service/coaching contract while on leave as well.

If additional leave time is needed, the following options may be available:

- Personal leave/comp day.
- Possible Emergency days (situational)
- Deduct days.
- Family Medical Leave.
- Note: Some or all of the above may be granted at the administrators' discretion.

## SPOUSE

The spouse may take leave according to the employee's master agreement, Minnesota law, and FMLA. The same stipulations as specified above for leaves running concurrently and responsibility for health insurance coverage specified above apply for spouses as well. The district office should be notified in a timely fashion if this leave will be taken, so appropriate planning can take place. Note that if you are on an extra-service contract you are unable to work while you are using paid sick leave days.

If additional leave is needed, the options listed above for the mother apply to the spouse as well.

## ADDITIONAL RESOURCES

### Minnesota Law

#### **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 of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, 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. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:
  1. "domestic abuse" has the meaning given in section 518B.01;

2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
  3. "stalking" has the meaning given in section 609.749.
- c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
  - d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury but does not include short-term or long-term disability or other salary continuation benefits.
  - e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
  - f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.
  - g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
  - h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

#### **Sec. 4. [181.9414] PREGNANCY ACCOMMODATIONS.**

**Subdivision 1. Accommodation.** An employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth if she so requests, with the advice of her licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of her licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. "Reasonable accommodation" may include, but is not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, and limits to heavy lifting. Notwithstanding any other provision of this section, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this section, and shall not be required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

**Subd. 2. Interaction with other laws.** Nothing in this section shall be construed to affect any other provision of law relating to sex discrimination or pregnancy, or in any way to diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

**Subd. 3. No employer retribution.** An employer shall not retaliate against an employee for requesting or obtaining accommodation under this section.

**Subd. 4. Employee not required to take leave.** An employer shall not require an employee to take a leave or accept an accommodation.

#### **181.943 RELATIONSHIP TO OTHER LEAVE.**

The length of parental leave provided under section 181.941 may be reduced by any period of:

- a) paid parental, disability, personal, medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed to by the employer; or

- b) leave taken for the same purpose by the employee under United States Code, title 29, chapter 28.
- c) Nothing in sections 181.940 to 181.943 prevents any employer from providing leave benefits in addition to those provided in sections 181.940 to 181.944 or otherwise affects an employee's rights with respect to any other employment benefit.

**EMPLOYMENT PROTECTION -- 181.939 NURSING MOTHERS.**

- a) An employer must provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee. An employer is not required to provide break time under this section if to do so would unduly disrupt the operations of the employer.
- b) The employer must make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express her milk in privacy. The employer would be held harmless if reasonable effort has been made.
- c) For the purposes of this section, "employer" means a person or entity that employs one or more employees and includes the state and its political subdivisions.
- d) An employer may not retaliate against an employee for asserting rights or remedies under this section.

**Sec. 4. Subdivision 1. Investigation.** The Division of Labor Standards and Apprenticeship shall receive complaints of employees against employers relating to sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436 and investigate informally whether an employer may be in violation of sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436. The division shall attempt to resolve employee complaints by informing employees and employers of the provisions of the law and directing employers to comply with the law. For complaints related to section 181.939, the division must contact the employer within two business days and investigate the complaint within ten days of receipt of the complaint

**CLOQUET DISTRICT POLICY #410 - FAMILY AND MEDICAL LEAVE POLICY**

**I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

**III. LEAVE ENTITLEMENT**

A. Twelve-week Leave.

1. Regular full-time and part-time employees who have been employed by the school district for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- a. birth of the employee's child;
- b. placement of an adopted or foster child with the employee;

- c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition; and/or
  - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job.
  - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, “year is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
  3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
  4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
  5. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee’s own serious health condition; or pursuant to Paragraph IV.A.1e. above.
  6. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular position, and which has equivalent pay and benefits.
  7. If an employee requests a leave for the serious health condition of the employee or the employee’s spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
  8. If the school district has reason to doubt the validity of a health care provider’s certification, it may require a second opinion at the school district’s expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district’s expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
  9. Requests for leave shall be made to the school district. When leave relates to an employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

10. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
  11. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
  12. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. The school district shall comply with written notice requirements as set forth in federal regulations.
  13. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
  14. An employee who does not return to work after leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
  15. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 ("FMLA") and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
  16. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.
- B. Six-week Leave.
1. An employee who does not qualify for leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half full-time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs. The length of the leave shall be determined by the employee, but may not exceed six weeks, unless agreed to by the employer.

2. The leave shall begin at a time requested by the employee but not more than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

**VI. OTHER**

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

INDEPENDENT SCHOOL DISTRICT NO. 94 (Cloquet Public Schools)  
Cloquet, Minnesota

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING TRUSTEE APPOINTMENT**

**WHEREAS**, Candace Nelis has been appointed to serve as voting Trustee of the Minnesota School District Liquid Asset Fund Plus (the “Fund”) for a term effective November 1, 2022, upon election at the annual meeting of the board of trustees of the Fund, and remaining in effect upon election for subsequent three-year terms; and

**WHEREAS**, INDEPENDENT SCHOOL DISTRICT NO. 94 (Cloquet Public Schools) supports this action on behalf of Candace Nelis:

**NOW, THEREFORE, BE IT RESOLVED** by the School Board of INDEPENDENT SCHOOL DISTRICT NO. 94 (Cloquet Public Schools), as follows:

Candace Nelis’ service as Trustee for the Minnesota School District Liquid Asset Fund Plus is approved for a term effective November 1, 2022, expiring at the annual meeting of the Trustees of the Minnesota School District Liquid Asset Fund Plus to be held following the fiscal year of the Fund ending on June 30, 2025, and for any subsequent three-year terms following the election at the 2025 annual meeting.

The motion for the adoption of the foregoing Resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

**WHEREUPON**, said Resolution was declared duly passed and adopted.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the School Board of INDEPENDENT SCHOOL DISTRICT NO. 94 (Cloquet Public Schools).

INDEPENDENT SCHOOL DISTRICT NO. 94 (Cloquet Public Schools)

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Chair

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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent

**DATE:** July 19, 2022

**FROM:** Darla Pappas, Coordinator  
Erin Bates, Community Education Director

**RE:** Rate change - Li'l Lumberjacks/Li'l Thunder

Beginning September 1, 2022, Li'l Lumberjacks and Li'l Thunder will convert from hourly to a flat rate. Currently, the rates are \$4.80/hour for infants, \$4.30/hour for toddlers, and \$4.05/hour for preschoolers with a 4 hour minimum.

Based on recommendations from First Children's Finance to work towards making both programs financially solvent, we will start charging a daily flat rate with no minimum days required per week.

The flat rates will be: Infants: \$50/ full day: no half day option  
Toddlers: \$45/full day: \$30 up to 6 hours  
Preschoolers: \$40/full day: \$25 up to 6 hours

**“Employment is subject to Cloquet School Board Approval”**

## REVISED LEASE FOR INDEPENDENT SCHOOL DISTRICT NO. 94

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This lease made this ~~May 28, 2019~~ August 1, 2022 by and between Zion Lutheran Church (“Lessor”), and Independent School District No. 94 (“Lessee”) will begin on September 1st ~~2019~~2022, and terminate on August 31, ~~2022~~2023.

Witnessed:

The Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease, and let to the Lessee, and the Lessee does hereby hire and take from the Lessor, the following described premises (the “premises”), together with nonexclusive use with others of the common areas (as defined below) in the building (as defined below) located in the City of Cloquet, County of Carlton, and State of Minnesota.

1. Term and Use. To have and to hold the premises for the purpose of leasing without any liability or obligation on the part of Lessor of making any alternations, improvements, or repairs of any kind on or about the premises except as otherwise provided herein for the month-to-month term of at least One (1) and not more than Twelve (12) months~~Thirty six (36) months, from beginning~~ September 1, 2019~~22~~ and continuing until August 31, 2023~~to and including August 31, 2022~~ unless extended or sooner terminated as hereinafter provided.

2. Possession. Except as hereinafter provided, the Lessor shall deliver possession of the premises in the condition required by this lease on or before the date hereabove specified for commencement of the term, subject to unavoidable delays beyond the Lessor’s control, but delivery of possession prior to such commencement date shall not affect the expiration date of this lease. If the premises shall not be available to the Lessee for occupancy on the first day of the term, the Lessor shall not be liable to the Lessee for damages, but a pro rata part of the rent shall be abated until the premises are ready for occupancy. The taking of possession of the premises by the Lessee shall be conclusive evidence that the premises was in the agreed condition at the commencement of the lease term.

3. Fixed Rent. The Lessee agrees to pay to the Lessor at the Lessor’s office at 1000 Washington Avenue, Cloquet, Minnesota, or such other place as the Lessor may hereinafter from time to time designate in writing, without demand, a fixed rent of ~~\$2,638.433,163.34~~ per month for each and every calendar month for the remainder of the lease (assuming 3,250sq.ft. @ ~~\$9.7411.68~~/sq. ft.). See addendum A for map of classroom space to be rented. In addition to this area the Lessee would have access to the kitchen, parking lot, outside play area, and fellowship hall with prior approval from Lessor. In years two (2) & Three (3) of the agreement, the increase per square foot of the space will be increased by the same percentage as the state per pupil increase. If summertime space is not needed, the parties agree to draft an addendum to this contract (i.e. preschool space no longer needed).

4. Common Area. The term “common area” means the entire area designed for common use or benefit within the building and the immediately surrounding area including, but not by way of limiting, landscaped and vacant areas, elevators, areaways, walks, corridors, entrance areas, facilities such as washrooms, comfort rooms, lounges, drinking fountains, toilets, stairs, ramps, skyways and skyway corridors, elevators, escalators, community rooms, porches, and loading docks. The common area shall at all times be subject to the exclusive control and management of the Lessor and may be expanded, contracted, or changed by the Lessor from time to time as deemed desirable. Subject to reasonable, nondiscriminatory rules and regulations to the promulgated by the Lessor, the common area is hereby made available to the Lessee and its employees, agents, customers, and invitees for their reasonable nonexclusive use in common with other Lessees, their employees,

agents, customers, invitees, and to the Lessor for the purposes for which constructed. The Lessor shall have the right to change the area, location, and arrangement of the common area; to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the common area; to close all or any portion of the common area to such extent as may be necessary; and to do and perform such other acts in and to these areas and improvements as, in the exercise of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Lessee, their officers, agents, invitees, employees, and customers.

5. Additional Rent. In addition to the fixed rent the Lessee shall pay as additional rental all monies required to be paid by the Lessee as set forth in the balance of these provisions. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by the Lessor to correct or mitigate any obligations of this lease by the Lessee shall be deemed additional rent and charged to the Lessee, payable with the following month's fixed rent payment.

6. Utilities and Services. As long as the Lessee is not in default under any of the conditions of this lease, the Lessor shall furnish such heat, electricity, air conditioning, water, sewer, cleaning, and garbage in and about the premises as shall be necessary for the comfortable use and occupancy of the premises during customary business hours; provided, however, the Lessor shall not be liable for any damage for failure to furnish the services by reason of breakdowns, the necessity for repairs or improvements to the services, fires, explosion, strikes, or any cause beyond the Lessor's reasonable control, and no temporary interruption or failure of the services shall render the Lessor liable to the Lessee for damages by the abatement of rent or otherwise. Snow removal services will be negotiated with the Lessee through a separate agreement.

7. Care of Premises. The Lessee agrees: (a) to keep the premises in as good condition and repair as they were in at the time that the Lessee took possession, reasonable wear and tear and damage from fire and other casualty for which insurance is normally procured excepted; (b) to keep the premises in a clean and sanitary condition; (c) to not commit any nuisance or waste on the premises, throw foreign substances in plumbing facilities, place equipment in the building in excess of the bearing capacity of the floors, or waste any of the utilities furnished by the Lessor; (d) to not obstruct entries, halls, stairways, lavatories, or other common areas, nor use them for anything other than their intended purpose; (e) that all signage, including any placed on exterior windows of the premises, shall be displayed only with the consent of the Lessor; (f) to not place nails, tacks, or other objects in brick walls; (g) to properly dispose of waste; and (h) to properly dispose of any unwanted materials no later than the determination date of the lease.

8. Unlawful Use. Lessee shall use the premises solely for the purposes of school and shall not use the premises for any other purpose without obtaining the prior written consent of Lessor. Lessee shall operate in the premises under the trade name of ISD #94. The Lessee agrees not to commit or permit any act to be performed on the premises or any commission to occur that will be a violation of any statute, regulation, or ordinance of any governmental body or that will increase the insurance rate on the building or that will be in violation of any insurance policy carried on the premises by the Lessor. The Lessee shall not disturb other occupants of the building by making any undue noise and shall not do or permit to be done in or about the premises anything, which will be dangerous to life or limb. The Lessee may not have vending machines installed on the premises unless the Lessor has given written consent.

9. Lessor's Repair Responsibility. Lessor agrees to maintain the roof, foundation and structural elements of the premises in good order and repair exclusive of any work required because of damage caused by any action, omission or negligence of Lessee or its Employees or Agents. Lessor shall not be required to commence any such repair until ten (10) days after written notice from Lessee that the same is necessary. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which event, the obligations of the Lessor shall be controlled by

the articles of this Lease dealing therewith. If Lessor is required to make repairs to the Premises by reason of the acts, omissions or negligence of Lessee or Lessee's Employees or Agents, Lessee shall reimburse Lessor all costs for the making of such repairs as additional rent.

10. Insurance. The Lessee agrees to purchase, prior to the lease commencement date, property insurance in an amount adequate to cover Lessee's property and general public liability insurance in the amount of \$1,000,000. Such insurance must name the Lessor as an additional insured and Lessee shall provide evidence of coverage. The Lessor and Lessee mutually waive as against each other any claim or cause of action for any loss, costs, damage, or expense as a result of the occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extend coverage endorsements.

11. Nonpayment of Rent; Default. On the occurrence of any of the following: (a) a rent payment from the Lessee to the Lessor shall be and remain unpaid in whole or in part for more than ten (10) days after it is due and payable; (b) the Lessee shall violate or default any of the other covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of ten (10) days after written notice from the Lessor of such violation or default; or (c) if the Lessee shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the bankruptcy code or become insolvent or have appointed a receiver of its property; then it shall be optional for the Lessor to declare this lease forfeited and the terms ended and to re-enter the premises with or without process of law using such force as may be necessary to remove all persons or chattels therefrom, and the Lessor shall not be liable for damage by reason of such re-entry or forfeiture. Notwithstanding, re-entry by the Lessor or forfeiture or termination of this lease, the liability of the Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

12. Miscellaneous.

12.1 Warranties of Title and Quiet Possession. The Lessor hereby warrants that it and no other person, firm, or corporation has the right to lease the premises. So long as the Lessee shall perform each and every covenant to be performed by the Lessee hereunder, the Lessee shall have peaceful and quiet use and possession of the premises without hindrance on the part of the Lessor, and the Lessor shall defend the Lessee in such peaceful and quiet use and possession under the Lessor.

12.2 Lessor's Access. The Lessor, its employees, and its agents shall have the right to enter the premises at all reasonable times for the purpose of inspecting, cleaning (if applicable), repairing, altering, or improving the premises or the building or to exhibit the premises to prospective tenants, purchasers, or others. Nothing in this paragraph shall be interpreted as requiring the Lessor to perform any such acts independent of the requirements of the other provisions of this lease. The Lessor shall also be permitted to enter the premises for the purpose of posting notices of non-responsibility for alterations, additions, and repairs. The Lessor may also access the premise when the premise is not being utilized by the Lessee with prior approval.

12.3 Alterations. The Lessee shall not make any alterations, additions, or improvements in or to the premises or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the Lessor as to the character of the alteration, additions, or improvements to be made, the manner of doing the work, the persons to do the work, the persons to do the work, the providing of the costs therefore, and the returning of the premises to the condition they were in at the commencement of this lease. However, the Lessee shall be permitted to change the color of any of the gypsum wallboard walls, provided the Lessor shall choose the painter to perform any such work and shall be reimbursed by the Lessee for all actual costs of hiring such painters and acquiring the paint and any other needed supplies. In the event that the Lessee does change the color of the walls to another color pursuant to the above, the Lessee shall at the Lessee's expense return the

walls to their original color on the termination of this lease. At the Lessor's option, the Lessor may choose the painters to return the walls to their original color.

12.4 Assignment or Subletting. The Lessee may not assign or hypothecate this lease or sublet the premises or any part hereof, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the Lessor in each instance. Consent by the Lessor to one assignment of this lease or to one subletting of the premises shall not be a waiver of the Lessor's rights under this lease as to any subsequent assignment or subletting. The Lessor's rights to assign this lease are and shall remain unqualified. No assignment shall release the Lessee of any of its obligations under this lease. If the Lessee is a corporation, any transfer of this lease through merger, consolidation, corporate reorganization, or liquidation, or any transfer, hypothecation, or other change in the ownership of the shares of voting stock of the Lessee resulting in a change of the present effective voting control of the Lessee by these persons or entities owning a majority of shares on the date of this lease, shall constitute an assignment of this lease requiring the prior written consent of the Lessor.

12.5 Damage by Fire, Other Casualty. If fire or other casualty shall render the premises untenable, this lease shall terminate forthwith, and any prepayments of rent shall be refunded by the Lessor pro rata; provided, however, that if the premises can be repaired within ninety (90) days from the date of such event, then at the Lessor's option, by notice in writing to the Lessee, mailed within thirty (30) days after such damage or destruction, this lease shall remain in full effect, but the rent for the period during which the premises are untenable will be abated pro rata.

12.6 Indemnification. Lessee shall at its expense defend, indemnify and hold Lessor and Lessor's agents, contractors, licenses, employees, directors, officers, partners, trustees and invitees (collectively "Lessor's Employees") harmless from and against any and all claims arising out of or in connection with Lessee's use of the premises, the conduct of Lessee's business, any activity, work or things done, permitted or allowed by Lessee in or about the premises, Lessee or Lessee's Employees or Agents.

12.7 Eminent Domain. If the entire premises are taken by a public authority under the power or threat of eminent domain, then the term of this lease shall cease as of the day possession shall be taken by such public authority, and the Lessor shall make a prorated refund of any rent that may have been paid in advance. In the event that less than the entire building is so taken, and the premises leased under this lease nor not in that portion of the building so taken, and provided the premises are not rendered untenable thereby, then this lease shall terminate only at the option of the Lessor. In the event that only a part of the premises is so taken and that this lease does not so terminate, there shall be a pro rata reduction in rent, and all other terms and provisions hereof shall remain in full effect. All damages awarded for such taking shall belong to and be the property of the Lessor, irrespective of the basis on which they are awarded.

12.8 Surrender. On the last day of the term of this lease or on the sooner termination thereof, the Lessee shall peaceably surrender the premises in good condition and repair, reasonable wear and tear excepted, consistent with the Lessee's duty to make repairs as provided in paragraph seven (7) of this lease. On or before the last day of the term of this lease or its sooner termination, the Lessee shall at its expense remove all of its equipment from the premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures other than the Lessee's equipment which have been made or installed by either the Lessor or the Lessee on the premises shall remain as the Lessor's property and shall be surrendered with the premises, including without limitation claims made by any succeeding tenant founded on such delay. The Lessee shall promptly surrender all keys for the premises to the Lessor at the place then fixed for payment of rent and shall inform the Lessor of combinations on any locks and sales on the premises. In no event shall the Lessee be deemed to have abandoned the premises or this lease during the terms hereof unless the Lessee first obtains the express permission of the Lessor. The provisions of this paragraph 16 shall survive the termination of this lease.

12.9 Holding Over. In the event that the Lessee remains in possession of the premises after the expiration of this lease with the permission of the Lessor and without the execution of a new lease, it shall be deemed to be occupying the premises as a tenant from month to month, subject to all the conditions, provisions, and obligations of this lease insofar as they can be applicable to a month-to-month tenancy.

12.10 Security Interest. The Lessee hereby grants to the Lessor a security interest in all goods, chattels, fixtures, and personal property belonging to the Lessee which now are or may hereinafter be placed in the premises to secure all rents due hereunder and all other covenants and obligations of the Lessee hereunder, in the event that there exists any security interest in the property which is paramount and superior to the security interest herein created, the Lessor may satisfy the paramount security interest, and all sums paid in satisfying the security interest will be considered additional sums owed the Lessor by the Lessee. The Lessee hereby acknowledges receipt of a true, full, and complete copy of this lease. The Lessor, in the event of a default by the Lessee of any covenant or condition herein contained, may exercise (in addition to any rights and remedies herein granted) all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

12.11 Default of Lessor. The Lessor shall not be deemed to be in default under this lease until the Lessee has given the Lessor written notice specifying the nature of the default and unless the Lessor does not cure the default within thirty (30) days after receipt of the notice or within such reasonable time thereafter as may be necessary to cure the default where it is of such a character as to reasonably require more than thirty (3) days to cure.

12.12 Covenants to Hold Harmless. Except in the case of the negligence of the Lessor, its agents, or its employees, the Lessee agrees to save, hold harmless, and defend the Lessor for any liability for damages to any person or property in or about the premises. The Lessor shall not be liable to the Lessee, its agents, employees, representatives, customers, or invitees for any personal injury, death, or damage to property caused by theft, burglary, water, gas, electricity, fire, or for any other cause occurring on or about the premises. All property kept, stored, or maintained in the premises shall be so kept, stored, or maintained at the sole risk of the Lessee.

12.13 Mechanic's Liens. The Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanic's or material man's liens to be placed on the Lessor's interest in the premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Lessor's interest, the Lessee shall take all steps necessary to see that it is removed within thirty (30) days of it being filed; provided, however, that the Lessee may contest any such lien provided the Lessee first posts a surety bond in favor of insuring the Lessor in an amount equal to 125% of the amount of any such lien.

12.14 Subordination. The Lessee agrees that at the Lessor's election this lease shall be subordinate to any land lease, mortgages, or trust deeds now on or placed on the premises or building and to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements, and extensions thereof. The Lessee hereby appoints the Lessor as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

12.15 Signage. The Lessee shall be permitted to place a dignified sign containing the Lessee's name on the door to the premises, the size and design of which shall be subject to the Lessor's approval.

12.16 Keys. The Lessor will provide the Lessee with keys to the premises as of the date of the commencement of this lease.

12.17 No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby. Nothing contained in this lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and the Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

12.18 Cumulative Rights. No right or remedy herein conferred on or reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in addition to every other right or remedy given herein or elsewhere or hereafter existing at law or in equity or by statute.

12.19 Reasonable Consent. Whenever the Lessor's or the Lessee's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditions, delayed, or withheld and shall be deemed to have been given unless within twenty (20) days of request therefore the Lessor or the Lessee, as appropriate, gives notice to the requesting party that the Lessor or the Lessee, as appropriate, is denying such approval or consent, stating in such notice the reasonable grounds therefor.

12.20 Attorney's Fees. If any action at law or in equity shall be brought in court to recover any rent under this lease or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this lease or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs is reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

12.21 Notices. All communications, demands, notices, or objections permitted or required to be given or served under this lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to the other party to this lease, to the address set forth next to that party's signature at the end of this lease, or if to a person not a party to this lease, to the address designated by a party to this lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10<sup>th</sup>) day after the giving of notice, the newly designated address shall be that party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this agreement.

12.22 Liability. If two or more individuals, corporations, partnerships, or other business associations (or any combination of two or more thereof) shall sign this lease as the Lessee, the liability of each such individual, corporation, partnership, or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if the Lessee named in this lease shall be a partnership or other business association, the members of which are by virtue of statute or general law subject to personal liability, the liability of each such member shall be deemed to be joint and several.

12.23 Successors and Assigns. This lease shall be binding on and shall insure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives and successors.

12.24 Further Assurances. In addition to any other information which may reasonably be requested, either party shall without charge, at any time and from time to time hereafter, within ten (10) days after written request, certify by written instrument duly executed and acknowledged to any person, firm, or corporation specified in such request.

12.25 Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term of this lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representatives, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any part of any default of another party shall not affect or impair any right arising from any subsequent default.

12.26 Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

12.27 Entire Agreement. This lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

12.28 Termination. Lessee and lessor shall have the right to cancel and terminate this lease, by giving not less than thirtyninety(9030) days written notice of the cancellation and termination to the Lesserother party. On expiration of the time fixed in the notice, this lease, and the right, title, and interest of Lessor hereunder, shall terminate in the same manner and with the same force and effect.

12.29 Captions, Headings, or Titles. All captions, headings, or titles in the paragraphs or sections of this lease are inserted for convenience of reference only and shall not constitute a part of this lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

12.30 Reference to Gender. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender, the masculine gender may be read as the feminine gender or the neuter gender, and the neuter gender may be read as the masculine gender or the feminine gender.

12.31 Minnesota Law. This lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

12.32 Arbitration. Any claim or controversy arising out of or relating to this lease or to the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award granted by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Duluth, Minnesota or Superior, Wisconsin or any other place mutually agreed on by the parties.

In witness whereof, the parties hereto have executed this lease the day and year first above written.

Lessor's Address:

1000 Washington Ave  
Cloquet, Minnesota 55720

Lessee's Address:

302 14<sup>th</sup> Street  
Cloquet, Minnesota 55720

Lessor:  
Zion Lutheran Church

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee:  
Cloquet Public Schools, ISD #94

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



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>

PURCHASE OF SERVICE AGREEMENT  
BETWEEN  
NORTHERN LIGHTS ACADEMY (NLA) AND  
CLOQUET PUBLIC SCHOOLS, ISD #94  
June 16, 2022 – June 30, 2023

The Northern Lights Academy Cooperative enters into an agreement with Cloquet ISD #94 to purchase Technology services from Cloquet ISD #94, as specified below:

1. The effective date of said service will be from June 16, 2022 to June 30, 2023.
2. Starting June 16, 2022, the service provider will document and provide up to four (4) hours of service per week.
3. The school district will bill the purchaser at a rate of \$38.00/hour plus mileage (at the current IRS rate).
4. The purchaser shall make payments for services based on receipt of the invoice
5. Either party shall provide written notice regarding reduction/discontinuation of service hours with a 30-day notice.

ATTEST:

Cloquet Public Schools, ISD #94

Northern Lights Academy (NLA)

\_\_\_\_\_  
Dr. Michael Cary, Superintendent

\_\_\_\_\_  
Dena Hagen, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Independent School District No. 94  
Cloquet, Minnesota 55720

**Central Administration**  
302 14th Street • 218-879-6721 • FAX-879-6724  
**Cloquet Senior High School**  
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PURCHASE OF SERVICE AGREEMENT  
BETWEEN  
NORTHERN LIGHTS ACADEMY (NLA) AND  
CLOQUET PUBLIC SCHOOLS, ISD #94  
June 16, 2022 – June 30, 2023

The Northern Lights Academy Cooperative enters into an agreement with Cloquet ISD #94 to purchase nursing services from Cloquet ISD #94, as specified below:

1. The effective date of said service will be from July 1, 2022 to June 30, 2023.
2. The service provider shall provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.
3. Services will be provided in an environment (classroom, facility in building) that is essentially equivalent to the regular education program.
4. Starting August 24, 2022, the service provider will provide services up to two (2) hours per week.

The school district will bill the purchaser at a rate of \$53.00/Hour, plus mileage (at the current IRS rate).

5. The purchaser shall make payments for services based on receipt of the invoice
6. Either party shall provide written notice regarding reduction/discontinuation of service hours with a 30-day notice.

ATTEST:

Cloquet Public Schools, ISD #94

Northern Lights Academy (NLA)

\_\_\_\_\_  
Dr. Michael Cary, Superintendent

\_\_\_\_\_  
Dena Hagen, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent  
FROM: Beth Dohnansky, Food Service Director  
DATE: August 1, 2022  
RE: Proposal for the 2022-2023 School Year

I am recommending that Cloquet School District accept the proposed bid from:

- **Kemps** - as the milk distributor being the successful bid for the 2022-2023 school year with option to renew an additional four years.

:BD

Bids for 2022-2023 year:

Milk Bid:

St. Paul Beverage Solutions  
2080 Rice Street  
St. Paul, Minnesota 55113

Kemps  
Dick Jensen  
1270 Energy Lane  
St. Paul, Minnesota 55108

Prairie Farms  
Carolyn Erchul  
Bid Department  
2042 Wooddale Drive, Suite 230  
Woodbury, Minnesota 55125

## Beth Dohnansky

---

**From:** Carolyn Ruth Erchul <Carolyn\_Erchul@prairiefarms.com>  
**Sent:** Wednesday, July 20, 2022 6:46 PM  
**To:** Beth Dohnansky  
**Subject:** FW: Cloquet INVITATION TO BID - milk - 2022-2023 due July 21 noon  
**Attachments:** INVITATION TO BID - milk - 2022-2023.pdf

Beth

Hope you are having a great summer!

It is our regret we will not be able to participate in your milk bid

We don't have the equipment and drivers to cover your area

PLEASE keep us on the list for future bids

THANK YOU and have a great rest of your summer!

Carolyn Erchul  
Foodservice Manager  
Prairie Farms  
2042 Wooddale Drive Suite 230  
Woodbury, MN 55125  
Office- 651-501-3460  
Cell- 612-845-7591

-----Original Message-----

**From:** Beth Dohnansky <edohnans@isd94.org>  
**Sent:** Wednesday, June 29, 2022 12:34 PM  
**To:** Carolyn Ruth Erchul <Carolyn\_Erchul@prairiefarms.com>  
**Subject:** \*\*External Message\*\* INVITATION TO BID - milk - 2022-2023

Hi Carolyn,  
Here is the invitation, please let me know you have received this.  
Thanks very much  
Beth

Your message is ready to be sent with the following file or link attachments:

INVITATION TO BID - milk - 2022-2023



To: CLOQUET SCHOOL DISTRICT  
From: DICK JENSEN/REGIONAL SALES MANAGER  
Re: BID PROCESS  
Date: JULY 19, 2022

We'd like to thank you for giving Kemp's the opportunity to participate in the CLOQUET SCHOOL DISTRICT bid process. Please see below as it relates to our company insight as well as additional info:

**Company Insight:**

Our business started over 108 years ago and we're still living the same values and delivering the same high-quality dairy products as we did when we were founded back in 1914

**Please note this bid will have the following delivery requirements.**

- Once a week delivery with open delivery times (not locked into a window).
- Drop and go delivery (we drop the product, and the school staff takes to the cooler).

**Please note the paragraph below explaining that the pricing is based on the November 19, 2019 compliance agreement.**

Note: This school bid price has been submitted in accordance with the assurance of Discontinuance agreement between Minnesota Attorney General and DFA.

The agreement regulates pricing submitted by DFA for 41 schools district bids through the 2029/2030 school years.

For more information on this please see the November 19, 2019 press release from the office of Minnesota Attorney General Keith Ellison.

Found at: [https://www.ag.state.mn.us/Office/Communications/2019/11/19\\_DFA.asp](https://www.ag.state.mn.us/Office/Communications/2019/11/19_DFA.asp)



Questions or concerns, or if anything else is needed, please feel free to reach out to me directly.

Sincerely,

Dick Jensen

612.597.7139

dick.jensen@kemps.com



July 18, 2022

Elizabeth Dohnansky  
Food Service Director  
Cloquet Senior High School  
1000 18<sup>th</sup> Street  
Cloquet, Minnesota 55720

Re: Milk Bid 2022-2023 School Year

Dear Elizabeth Dohnansky:

We are submitting the following prices to you for the 2022-2023 school year. The Grade A products meet all local, State and Federal requirements for the hot lunch program.

Please note escalator prices are subject to the attached July escalator clause.

<u>Product</u>		<u>July 2022 Escalating</u>
Skim	Half Pint	\$ .2222
Chocolate Skim	Half Pint	\$ .2319
1%	Half Pint	\$ .2334
Lactose Free	Half Pint	\$ .7890

Our payment terms: Payment due by the 15<sup>th</sup> of every month. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dick Jensen  
Kemps LLC – Regional Manager  
651-379-6578



**MINNESOTA  
July 2022  
ESCALATOR CLAUSE**

It is hereby understood that the prices quoted are based on the USDA Class I prices listed below under the terms of the Federal Milk Market Order #30.

<b>Class I Skim</b>	14.64 CWT.
<b>Class I Butterfat</b>	3.3543 LB.

**ESCALATOR CLAUSE**

If the Class I Skim price per hundredweight is increased or decreased, for each \$0.10 per hundredweight increase or decrease, the quotation on:

Half-pint fluid milk will decrease or increase      \$0.00054 per ½ pint

If the Class I Butterfat price per pound is increased or decreased, for each \$ 0.01 increase or decrease, the quotation on a half-pint will follow this formula:

Whole Milk	\$ 0.00017750 per 1/2 pint
2% Milk	\$ 0.00010750 per 1/2 pint
1% Milk	\$ 0.00005375 per 1/2 pint
Skim Milk	\$ 0.00001000 per 1/2 pint

**REQUEST FOR QUOTES TO PROVIDE  
SNOW REMOVAL SERVICES**

**Professional Contracted Snow Removal Services  
August 8<sup>th</sup>, 2022**

Cloquet Public Schools  
Attention: Dylan Carlson, Director of Facilities

Garfield Building  
302 14<sup>th</sup> St.  
Cloquet, MN 55720

## SNOW PLOWING SERVICES

for the period of July 1, 2022 through June 30, 2023  
with the option to extend two (2) additional one-year periods by  
mutual agreement Independent School District No. 94

**1) INFORMATION TO BIDDERS:** Sealed bids for Snow Plowing Services for the period of July 1, 2022 through June 30, 2023 will be received at Independent School District No. 94, hereafter called ISD 94, Garfield Administration Building, 302 14<sup>th</sup> St, Cloquet, MN 55720, up to and until September 15<sup>th</sup>, 2022 at which time they will be publicly opened. Each bid must be addressed to Candace Nelis, Business Manager at ISD. 94, at the address aforesaid, and must be in a sealed envelope, clearly marked in the lower left hand corner "**SNOW PLOWING SERVICES**"

**2) EXAMINATION OF CONTRACT DOCUMENTS:** The bidding documents may be examined and obtained at the office of Central Administration in the Garfield Administration building. The bidders must familiarize themselves with these bidding documents and comply with same. If any inconsistency is discovered in the bidding documents by any bidder, it shall be their duty to advise ISD 94 with respect to the same.

Contractors should visit the sites of the proposed work to investigate the conditions that will be encountered in carrying out the work. Failure to do this will not relieve the contractor from the satisfactory performance of the job. All work shall be completed with good quality workmanship acceptable in the trade.

**3) CONTRACT:** The successful bidder shall promptly enter into a contract with ISD 94 for the performance of said bid to the satisfaction of ISD 94. No bidder may withdraw their bid for at least forty five days (45) from the scheduled closing time for receipt of bids.

**4) BID RESPONSE FORM:** As part of these specifications, there is submitted a Bid Response Form which each bidder must adopt and use. No bid will be considered unless submitted upon said Bid Response Form.

ISD 94 reserves the right to add or delete sites as required throughout the contract. Prices will be adjusted accordingly. ISD 94 reserves the right to award by individual locations or by a "lump sum" award.

**5) THE RIGHT TO ACCEPT OR REJECT BIDS:** ISD 94 reserves the right to accept or reject any and all bids, and the further right to accept or reject any bid item, choose contractors for particular sites and to waive informalities. ISD 94 further reserves the right to limit the number of sites to any single contractor based upon staffing and equipment availability and capabilities. ISD 94 may also ascertain the qualifications of any contractor by requesting information as to the equipment, staffing, insurance and previous experience in work of this type.

**6) INSURANCE REQUIREMENTS:** The contractor shall carry valid insurance. At all times, contractor shall maintain and pay for the following insurances and name ISD 94 as an additional insured and shall furnish a certificate of insurance carrier acceptable to ISD 94 and with an A.M. Best rating of "A" or better with in ten (10) days of the execution of this agreement.

Commercial general liability, personal injury, "broad form" property damage, contractual liability, extended liability, and completed operations/products insurance in the amounts not less than one million (\$1,000,000) dollars per occurrence. This insurance should cover any and all accident, causalities and occurrences in, on or about, the School Premises which directly or indirectly results from the presence, acts or omissions of contractor, it's employees, agents or independent contractors, or from the presence of their equipment in, on or around, School Premises. This insurance shall be provided in the form of an "occurrence" policy.

Workers' compensation or employer's liability insurance in amounts accordance with a applicable law. Such insurance shall cover contractors as well as its agents and employees

Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less than two hundred fifty thousand (\$250,000) dollars per person and five hundred thousand (\$500,000) dollars per accident resulting in bodily injury, and one hundred thousand (\$100,000) dollars property damage.

The insurance certificate furnished to ISD 94 shall provide that no insurance required by the paragraph shall be canceled, terminated, or modified without at least thirty (30) days prior written notice to ISD 94, 302 14<sup>th</sup> St., Cloquet, Mn 55720.

**7) LICENSE REQUIREMENTS:** All equipment utilized by the contractor must be operated by properly licensed drivers as required by State laws.

The contractor and equipment shall be properly licensed and registered as required.

Contractor is required to submit a current Certificate of Status from the Minnesota Secretary of State's Office or other similar proof that the bidder is licensed to do business in the State of Minnesota and is currently in good standing.

All bidders must be current on the payment of all applicable taxes, including Social Security taxes, unemployment taxes, payroll taxes, deductions required by law or Medicare, or other federal or state employment taxes. If requested the contractor shall provide a statement regarding the bidder's compliance with this requirement. In addition to the right to reject the bid for failure to comply with this requirement, the District reserves the right to terminate a subsequent contract with the bidder for the bidder's non-payment of any applicable taxes.

**8) VENDOR RESTRICTIONS:** No purchase shall be made from an employee of ISD 94, nor from a member of the immediate household of an employee. No purchase shall be made from a member of the School Board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

**9) NONDISCRIMINATION:** The contractor agrees to comply with any applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities, and service. Contractor shall not discriminate in employment or in any aspect of the performance of the contract on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin.

**10) AWARD OF CONTRACT:** The bid will be awarded to the responsible contractor submitting the low Total Annual Amount of Bid on the attached Bid Comparison Tool Form or may be awarded by site to the bidder submitting the low amount per site. A successful bidder must also fulfill contract and specification requirements. ISD 94 reserves the right to limit the number of sites awarded to any one contractor. Award of contract will be based upon equipment and staffing capabilities as well as cost. The projected number of snowfalls in each snowfall rate is: 1"-3", (8) times per season, 3.01"-6" (8) times per season, 6.01"-9" (2) times a season, 9.01"-12" (1) times a season, above 12.01 (1) time per season.

**11) SCOPE OF WORK:** The contractor shall provide all labor, material, equipment, and services necessary for the clearing of snow and sanding and/or salting of parking lots, roadways, and sidewalks at district wide sites listed on Bid Response Form. Services include but are not limited to the following:

One inch (1") or more of snow shall be plowed at each district site as indicated in the Bid Response Form. **No snowfall under one inch (1") will be plowed without explicit instructions from ISD 94 designated representative.**

**Accumulated snowfalls that are in excess of one inch (1") will be plowed and will be paid at the applicable rate one time.**

Snowfalls that equal less than one (1"), and accumulate to greater than one (1") over

several days, and are removed/plowed as stated above will only be paid at the applicable rate one time.

Contractor shall apply sand and/or salt after each time a site is plowed. The cost of this application shall be included in the Bid Response Form for each site. Contractor shall also apply sand and/or salt upon request of ISD 94 at any time. Call outs for sand and/or salt applications when plowing service is not needed shall be billed to the District separate from this agreement.

Snow cannot be piled next to buildings, on walks, or public roadways. Doorways and garages must be kept free of snow piles. All areas indicated including designated sidewalks must be completed on time as specified to allow payment. Work shall be scheduled for all sites to be completed by 7:00 a.m. The contractor must have available resources to complete the awarded sites within an approximate timeframe of three (3) hours (4:00 AM to 7:00 AM). This will prevent immediate rework in the case of continuing snowfall.

The following website <https://w2.weather.gov/climate/> will be utilized to determine amount of daily snowfall and to determine payment. The contractor shall review this web site to familiarize and prepare to utilize information provided.

The contractor is responsible to monitor weather conditions personally, and not rely on media predictions regarding forecasted snowfall. **If the contractor fails to perform awarded work on required days by 7:00 AM, ISD 94 reserves the right to invoice the contractor for snow removal work incurred by other resources, either in house or contracted.**

**Weekends and Holidays:** ISD 94 will inform the contractor of sites in which snow removal is required for Saturday or weekend activities. This schedule will be given once the work is awarded. Snowfalls that occur after 9:00 PM on Friday USUALLY will not need immediate snow removal until the 7:00 AM completion deadline Monday morning. Middle and high schools do often have weekend activities, which plowing will be required on weekends as directed by ISD 94. The contractor will be given this information in advance.

**The contractor must provide ISD 94 a phone number that is answered 24 hours a day.**

All areas to be widened as much as possible so return trips to widen will not be necessary.

As stated above, it is the contractor's responsibility to be aware of snowfall amounts and perform snow plowing as required by weather conditions and as specified in the general conditions.

The contractor shall perform all work in the early morning hours between 4:00 AM with completion prior to 7:00 AM unless otherwise directed by ISD 94.

Contractor shall inform ISD 94 when in their judgment snow should be removed from site. ISD 94 will determine if snow removal shall be done, and this removal will be provided by the contractor and billed separately from this agreement.

ISD 94 may add or delete sites and/or add or remove areas to be plowed, cost shall be negotiated between contractor and ISD 94.

**12) EQUIPMENT:** The successful contractor(s) shall have sufficient heavy equipment available to complete snow plowing within the specified time frame. Contractor shall list equipment on Bid Response Form.

All equipment furnished under this agreement must be in good operating condition. No pay will be allowed for inability to operate because of mechanical failure.

**13) CONTRACT PERIOD:** The contract shall be for a period of July 1, 2022 through June 30, 2023.

The contract will be renewable for two (2) additional one-year periods by mutual agreement, subject to the agreement of both parties. The Consumer Price Index, Midwest Urban will be used as the basis for increases in the renewal years with increases calculated from the previous year data.

**16) INVOICING & PAYMENT:** Invoices received by the district that accurately reflect services rendered will be paid within thirty (30) days from the receipt of an invoice.

**Contractor shall submit invoices the beginning of each month for work completed the previous month. Invoices should reflect only work performed.**

Contractor shall follow reporting requirements as listed in Section 17.

#### **IMPORTANT INFORMATION**

**17) REPORTING REQUIREMENTS:** After completion of each site, the vendor is required to email Dylan Carlson within 24 hours indicating the time of completion and site locations. Dylan Carlson's email: [dcarlson@isd94.org](mailto:dcarlson@isd94.org)  
This call is required to facilitate site inspection by ISD 94, and to document the basis for contractor's invoices. If any items indicated in the "Scope of Work" have not been completed, a call will be made to the contractor.

Once the call is made by ISD 94, the contractor will have four (4) hours to complete the work as required. If the deficiencies are not completed, payment for that site will be adjusted as determined by the School District.

**18) DAMAGES:** Contractor shall take precautions to prevent any damage to fencing, concrete curb, light poles, signs, trees, etc.

**Contractor shall be responsible to identify any damage to above noted items and notify the District prior to snowfall. Any damage discovered during the season or once snow melts will be repaired at the snow removal contractor's expense.**

**19) TERMINATION:** The agreement between the parties may be terminated by either party any time by providing a thirty (30) day written notice. However, ISD 94 may cancel at any time during the contract period for unsatisfactory performance by the contractor.

**20) SITE INSPECTION:** The contractor shall meet with the representative of ISD 94 prior to beginning work to review the individual sites, establish the condition of the grounds and locate any obstacles.

**21) HAZARDOUS MATERIALS:** If the contractor should spill any hazardous material on ISD 94 property, ISD 94 Central Administration office shall be notified immediately of the spill. ISD 94 will facilitate the clean-up of any materials, and the contractor will be invoiced for all time, materials, and labor required to conform to EPA guidelines.

**22) ADDITIONAL INFORMATION:** For additional information, contact Dylan Carlson, Director of Facilities and Grounds, direct line: 218-878-3037 and cell: 218-721-791

**Snow Plowing Services**  
**CONTRACTOR CALL OUT PROCEDURES**  
Independent School District No. 94

Please adhere to the following procedure when determining whether or not snow plowing services are required.

- 1) Contractor is required to keep in contact with the National Weather Service and when it reports an accumulation of one inch (1") of snow during a snowfall, snow plowing services will be provided prior to the start of the next school day. (see General Conditions)
- 2) When poor weather (snow) conditions exist and the National Weather Service is not recording one inch (1") or more of snow accumulation, it shall be the responsibility of the contractor to call Dylan Carlson and they will advise if ISD 94 is requiring snow plowing services.
- 3) When poor weather (snow) conditions exist and either one inch (1") of snowfall has not been recorded by the National Weather Service or Dylan Carlson is not requesting plowing services, and the contractor believes snow plowing services would be advisable, it shall be the responsibility of the contractor to Candace Nelis for further instruction.

**PHONE NUMBERS**

**Dylan Carlson**                      **218-721-7912**

Director of Facilities                **651-503-2777**

**Candace Nelis**                      **218-355-8214**

Business Manager

**Dr. Michael Cary**                **218-310-1547**

Superintendent

# BID RESPONSE FORM SNOW PLOWING SERVICES

*for the period of July 1, 2022 through June 30, 2023*

Independent School District No. 94

Cloquet, Minnesota 55720

Date: \_\_\_\_\_

The undersigned, having personally and carefully examined the bidding documents for Snow Plowing Services for the period of July 1, 2022 through June 30, 2023, for ISD 94, Cloquet, Minnesota, filed in the office of the Business Manager for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

	SITE/ADDRESS	1" - 3"	3.01" - 6"	6.01" - 9"	9.01" - 12"	Above 12"
1	<b>Cloquet HS</b> , 1000 18 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	<b>Cloquet MS</b> , 2001 Washington Ave.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	<b>Churchill EI</b> , 515 Granite St.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	<b>Washington EI</b> , 801 12 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	<b>Garfield Admin</b> , 302 14 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**Bid Comparison Tool**  
**SNOW PLOWING SERVICES**

1" - 3" total x (8) snowfalls = \$ \_\_\_\_\_ per annual snowfall rate

3.01" - 6" total x (8) snowfalls = \$ \_\_\_\_\_ per annual snowfall rate

6.01" - 9" total x (2) snowfalls = \$ \_\_\_\_\_ per annual snowfall rate

9.01" - 12" total x (1) snowfalls = \$ \_\_\_\_\_ per annual snowfall rate

above 12" total x (1) snowfalls = \$ \_\_\_\_\_ per annual snowfall rate

*(total of five line amounts)* \$ \_\_\_\_\_ **Total Annual Amount of Bid**

*Total Annual Amount of Bid is based on an estimated number of snowfalls, ISD 94 does not guarantee the minimum or maximum number of snowfalls.*

Bidder: \_\_\_\_\_

**List all equipment to be used in performing snow plowing services:**

*This equipment will be subject to inspection prior to accepting bid*



Prepared By: Salam Abhijeet Singh  
 Customer Name: Cloquet Ind School District 94  
 Contract Term: 12 Months  
 Start Date: 1-NOV-2022  
 End Date: 31-OCT-2023  
 Billing Frequency: Annually

Customer Contact: Candace Nelis  
 Title: Business Manager  
 Address: 302 14TH St  
 City: Cloquet  
 State/Province: Minnesota  
 Zip Code: 55720  
 Phone #: (218) 879-6721 ext. 6213

Product Description	Quantity	Unit	Extended Price
Initial Term 1-NOV-2022 - 31-OCT-2023			
License and Subscription Fees			

Schoology LMS Subscription	1,800.00	Students	USD 16,308.00
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License and Subscription Totals: **USD 16,308.00**

#### Quote Total

<b>Initial Term</b>	<b>1-NOV-2022 - 31-OCT-2023</b>
<b>Payment Total</b>	<b>USD 16,308.00</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Cloquet Ind School District 94

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander", written over a faint horizontal line.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 7-JUL-2022

Date:

PO Number: \_\_\_\_\_

**PURCHASE OF SERVICE AGREEMENT  
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **Cloquet Public Schools – Independent School District #94**, 302 14th St, Cloquet, MN 55720, hereinafter referred to as "District", for the period of July 1, 2022 to June 30, 2024.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the “Every Student Succeeds Act”, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:  
The term of this Agreement shall be in effect from July 1, 2022 to June 30, 2024.
  
2. EDUCATIONAL PLACEMENT DECISIONS:  
County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child’s best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child’s best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the student's foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the student in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non-District area school or district: The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:  
Lisa King, Business Services Supervisor  
St. Louis County Public Health and Human Services  
Business Services, Government Services Center  
320 West 2nd Street, Room 401  
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Business Services Supervisor:  
Lisa King  
[kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov)  
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3 CFS Division Directors for PHHS:

Northern St. Louis County – Nicole Curphy

[CurphyN@stlouiscountymn.gov](mailto:CurphyN@stlouiscountymn.gov)

Ph) 218-471-7771

Southern St. Louis County – Chris Heazlett

[heazlettc@stlouiscountymn.gov](mailto:heazlettc@stlouiscountymn.gov)

Ph) 218- 726-2202

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - PHHS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contacts:

13.1 Northern St. Louis County

Steve Moodie, CFS Supervisor  
218- 726-2032  
[MoodieS@stlouiscountymn.gov](mailto:MoodieS@stlouiscountymn.gov)

13.2 Southern St. Louis County

Matthias Norenberg, CFS Supervisor  
218-262-6062  
[NorenbergM@stlouiscountymn.gov](mailto:NorenbergM@stlouiscountymn.gov)

14. NOTICES/COMMUNICATIONS - SCHOOL

All notices and communication pursuant to this Agreement will be directed to the District point of contact:

14.1 Michael Cary, Superintendent  
(218) 879-6721 ext 6202  
[mcary@isd94.org](mailto:mcary@isd94.org)

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2022 to June 30, 2024.

**DISTRICT**

**COUNTY**

\_\_\_\_\_  
Michael Cary  
Superintendent

\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_  
Candace Nelis  
Business Manager

\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**TAX ID: 41-6000450**

**SERVICES AGREEMENT FOR THE TRANSPORTATION  
OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Cloquet School District hereinafter referred to as the District and Carlton County Public Health and Human Services as the child welfare agency, hereinafter referred to as Carlton County.

**WHEREAS**, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

**WHEREAS**, pursuant to the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

**WHEREAS**, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

**WHEREAS**, pursuant to the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), the District is required to collaborate with Carlton County to develop and implement procedures for how transportation for youth in foster care will be provided, arranged, and funded. The District and Carlton County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2022-June 30, 2023. This agreement may be extended and modified by mutual agreement for another year.

2. SERVICES:

Transportation Services will be provided by the district for youth placed in foster care placement who remain enrolled in the District during the term of this agreement in the following manner:

- a. Students who are able to be transported to school on an existing route:  
When feasible, students placed in foster care will be transported to school on an existing

bus route. Feasibility considerations will include the location, length of the bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.

b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume the costs required for transporting the student to school. The District will cover the associated costs.

c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will collaborate with Carlton County to determine the best possible means of transportation. The District and Carlton County will share the transportation costs identified in Section 3a.

d. Students residing in a foster care placement outside of the District boundaries but attending a District school: If students are residing in a foster care placement outside of the District boundaries, but are attending school within the district, transportation will be arranged by the District. The District will collaborate with Carlton County to determine the best possible means of transportation. The District and Carlton County will share the transportation costs identified in Section 3a.

e. Students placed in foster care within District and attending a non-District area school: The District will bear no financial responsibility for this student. Carlton County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

### 3. PAYMENT FOR SERVICES:

a. The District and Carlton County agree to split the costs of the transportation described in Section 2 SERVICES, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and Carlton County agree to each assume payment for 50% of the costs.

b. Carlton County will identify a point of contact from the agency to work directly with the foster child's principal to ensure transportation arrangements are timely and authentic. All transportation requests are to be arranged by the Carlton County point of contact to be honored.

c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If transportation is not possible due to driver or vehicle unavailability, Carlton County will be responsible for transportation of the student placed in foster care.

d. Carlton County will compensate the District for transportation provided outside of the district pursuant to this agreement at the usual and reasonable rate billed

to the District by the private transportation company. Copies of the itemized invoices from the private transportation company will be provided to Carlton County at the time the invoice for payment is billed to Carlton County.

e. The District will submit itemized invoices to the Carlton County contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.

f. In situations where transportation is being funded by Carlton County, the Carlton County point of contact will notify the foster child's principal when foster care placement ends.

g. The amount of payment for services will not exceed \$10,000.00

#### 4. DISPUTE RESOLUTION:

It is the responsibility of Carlton County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Carlton County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

b. upon receipt of the explanation, the decision will be reviewed by the District's School Superintendent and the Director and Supervisor of the Child and Family Services Unit of Carlton County. Input will be reviewed from all parties and a decision by the Director and Supervisor will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision-making team meeting.

c. Carlton County will determine the placement of the child until the dispute resolution process has concluded. During this time, the transportation costs will be divided equally between the District and Carlton County.

d. If a disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

#### 5. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, the District and its subcontractors are independent providers and not employees of Carlton County. No statement contained in this Agreement shall be construed to find that District employees shall be entitled to any of the rights, privileges, or benefits of Carlton County employees except as otherwise stated herein.

6. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act of or omission of the party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to the Agreement.

7. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) day written notice to the other party.

8. STANDARDS:

The District and Carlton County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

9. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Carlton County because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

10. AMENDMENTS:

This Agreement may be supplemented, amended, or revised only in writing by agreement of both parties.

11. APPLICABLE LAW:

The laws of the State of Minnesota shall govern this Agreement. Any dispute between the parties that is not resolved after exhausting the procedures in section 4 DISPUTE RESOLUTION of this Agreement shall be heard in the Sixth Judicial District, State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

COUNTY OF CARLTON  
STATE OF MINNESOTA

CARLTON COUNTY  
BOARD OF COMMISSIONERS

CLOQUET PUBLIC SCHOOLS  
ISD 94

BY: \_\_\_\_\_  
Chairperson  
Carlton County Board

BY: \_\_\_\_\_  
Board Chair  
CLOQUET PUBLIC SCHOOLS

Dated:

Dated:

BY: \_\_\_\_\_  
Dave Lee, Director  
Carlton County Public Health & Human Services

BY: \_\_\_\_\_  
Michael Cary  
SUPERINTENDENT OF CLOQUET

Dated:

Dated:

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE**

**AND**

**CLOQUET PUBLIC SCHOOL DISTRICT ISD #94**

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **FOND DU LAC TRIBAL AND COMMUNITY COLLEGE** (hereinafter "College/University"), and **Cloquet Public School ISD #94**, 302 14<sup>th</sup> Street, Cloquet, Mn. 55720 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

**WITNESSETH THAT:**

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. **COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.
- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own liability/health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. **FACILITY RESPONSIBILITIES**

- A. Facility agrees to provide qualified College/University students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the College/University students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the College/University students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class

against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the College/University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

### III. **FINANCIAL CONSIDERATION**

During the term of this agreement, if the student placement is for the purpose of student teaching, the College/University shall pay the Facility at a rate not less than \$12.50 per semester hour per student for each student placed with Facility.

If a student is placed at the Facility for the purpose of a field experience, each party shall bear their own expenses associated with the student placement.

### IV. **EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

### V. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

### VI. **TERM OF AGREEMENT**

This Agreement is effective on the later of **August 1, 2022**, or when fully executed and shall remain in effect until **July 31, 2027**. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

**VII. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**VIII. ASSIGNMENT**

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**IX. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

**X. VOTER REGISTRATION (When Applicable)**

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

**XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

**XII. GOVERNMENT DATA PRACTICES ACT**

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. FACILITY:**

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. COLLEGE/UNIVERSITY:**

By (authorized signature)
Title     Dean of Education
Date

By (authorized signature)
Title     Vice President of Academic Affairs
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

August 1, 2022

Dear District Partners,

Fond du Lac Tribal & Community College (FDLTCC) is proud to announce the launching of their Bachelor of Science Degree program in Elementary Education.

With that, we are ready to begin creating MOUs with districts. FDLTCC uses a standard template with all partner schools. I have attached a current contract. As a reminder, it is a five-year contract that says you are open to student teachers and field experience students. However, it does not guarantee that anyone will be placed there. FDLTCC will pay a \$200 thank you stipend for each cooperating teacher. This amount is *paid directly to the school district* for them to pay to the teacher. If the MOU is agreeable, please sign the contract and return to me (info below). Once our office receives this from, I will have our Dean of Education and Vice President of Academic Affairs sign a copy and it will be official.

As the Education Facilitator, I will be contacting principals soon after we receive the signed MOU, I will begin looking for host teachers for field placements for our pre-service teachers. Each of our students will be required to go through Castle Branch for background checks. If you also require a background check, that will be the responsibility of the student.

Thank you for your continued support of our future educators.

Respectfully,

Tara Graves,  
Education Facilitator, Education Program  
[tgraves@fdltcc.edu](mailto:tgraves@fdltcc.edu) 218.879.0701  
Fond du Lac Tribal & Community College

**JUST KIDS DENTAL**  
**MEMORANDUM OF UNDERSTANDING**  
**2022/2023 SCHOOL YEAR DENTAL SERVICES**

This agreement is entered into as of the **27<sup>th</sup> day of July 2022** between the **Cloquet School District #94** (“the Organization”) and **Just Kids Dental Inc.**, a Minnesota Non-Profit Corporation (“the Provider”).

1. **Relationship of the Parties.** Subject to the terms and condition of this Agreement, the Organization hereby engages the Provider as an independent contractor to perform the services set forth herein, and the Provider hereby accepts such engagement. This Agreement shall not render the Provider an employee, partner, agent of, or joint venture with the Organization for any purpose.

2. **Statutory Authorization.** Minnesota Statute 150A.10 and Wisconsin Statute HFS 105.06(2), Wis. Admin. Code, provides that a dental hygienist may perform dental hygiene services for certain individuals without the patient first being examined by a licensed dentist if the dental hygienist meets certain criteria set forth in the statute.

3. **Term.** The term of this Agreement is one (1) year with an automatic renewal of one (1) year, unless earlier terminated. Either Party may terminate this Agreement at any time by giving written notice received by the other Party at least sixty (60) days prior to the proposed termination date in the notice. Said notice will be sent by certified mail to the address noted below.

4. **Compensation.** The Provider shall be responsible for all billing and collections.

5. **Written Consent.** The Provider shall obtain a signed consent to treatment form from parent/legal guardian prior to dental services being provided. Organization may assist in obtaining such consent if requested by Provider. The consent to treatment form shall include a statement that the dental hygiene services provided are not a substitute for a dental examination by a licensed dentist. Organization distribute Provider Smile Drive materials.

6. **Scheduling.** Organization may work cooperatively with Provider to schedule appointments and/or determine availability and classroom release of qualified individuals during school hours for Provider’s services.

Just Kids Dental provides two programs to students: school-based dental sealant program to low-income uninsured children and children enrolled in State Medicaid, and school-wide oral health education program to all enrolled students in grades PK-3.

7. **Space.** Organization will make available to Provider adequate office space, to carry out dental hygiene services.

8. **Dental Record.** The Provider shall create and maintain a dental record for the patients that are treated by Provider.

9. **Confidentiality.** The Provider acknowledges that no private or confidential data collected, maintained, or used in the course of performance of this Agreement shall be disseminated by Provider or its employees except as authorized by statute during the period of this Agreement of thereafter.

10. **Non-hire Provision.** For a period of one year following the termination of any of Provider's employees or termination of this Agreement, the Organization shall not, directly or indirectly hire, or solicit such employees for the provision of dental services.

11. **Insurance.** The Provider will carry professional liability insurance coverage (including malpractice insurance, if warranted) relative to any service that it performs for the Organization. Organization shall maintain premises liability insurance for its property.

12. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

13. **Choice of Law.** The laws of the state of Minnesota shall govern that validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

14. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party is personally served, or is deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

*If to the Provider:*

**Just Kids Dental, Inc.  
1313 Fairgrounds Rd  
Two Harbors, MN 55616**

*If to the Organization:*

**Dr. Michael Cary  
302 -14<sup>th</sup> Street  
Cloquet, MN 55720**

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

15. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

16. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are no further force and effect.

17. **Unenforceability of Provision.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**ORGANIZATION: Cloquet School District #94**

**By: Dr. Michael Cary**

**Its: Superintendent**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**By: \_\_\_\_\_ Its: School Board Chair**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**PROVIDER: Just Kids Dental, Inc.**

**By: Laura Borud**

**Its: Executive Director**

By: *Laura Borud*

**Date: July 27, 2022**

## **Just Kids Dental School-based Oral Health Program**

Just Kids Dental partners with schools in Lake, St. Louis, Carlton and Douglas Counties to provide preventative oral health services to low income children who lack access to regular dental care. The goal of the program is to decrease the incidence of long-term, untreated decay and urgent dental care needs.

### **JUST KIDS DENTAL SCHOOL PARTICIPATION CRITERIA**

#### **Physical Environment for Dental Care**

##### **REQUIREMENTS**

- Classroom-size space
- Power supply must be grounded double wall outlets in the room
- Overhead lighting to illuminate all areas of room
- Working telephone, intercom or two-way radio in room
- Locking door(s)
- (2) 6 foot, sturdy tables
- One large (barrel-type) trash can and daily trash removal

##### **PREFERRED BUT NOT REQUIRED**

- Running water in room

#### **Administrative Support**

##### **REQUIREMENTS**

- School administrators actively involved and supportive of program
- Able to comply with all deadlines for paperwork collection and processing
- Provide lunch schedule and any other special scheduling considerations for the time period Just Kids Dental will be in the school
- School designated liaison person available for communication when Just Kids Dental is in building (during both screening and treatment visits)

##### **PREFERRED BUT NOT REQUIRED**

- Promotion of Just Kids Dental within the school (i.e. among staff, parents and children) to ensure high participation rate
- Dedicated runner(s), such as parent helper, to escort students to and from clinic to classrooms (i.e. a person or persons who are available during the entire time Just Kids Dental is in the school treating children)

**CLASSIFICATION AND WAGE SCALE FOR NONLICENSED PERSONNEL - NON UNION**

<b>Position</b>	<b>2019-20 SALARY (per hour)</b>	<b>2020-21 SALARY (per hour)</b>	<b>2021-22 SALARY (per hour)</b>	<b>2022-23 SALARY (per hour)</b>
SIGN LANGUAGE INTERPRETER SUBSTITUTES	14.05	14.30	14.65	14.94
ESL TRANSLATION SERVICES	26.61	27.08	27.74	28.30
SECRETARIAL SUBSTITUTES	12.36	12.58	15.50	15.81
LPN SUBSTITUTES & COTA SUBSTITUTES	14.05	14.30	19.89	20.29
INSTRUCTIONAL NON-UNION PARAPROFESSIONALS	13.67	13.91	15.41	15.72
POWER LUNCH COORDINATOR	16.94	17.24	17.66	18.02
PARAPROFESSIONAL & INDIAN EDUCATION SUBSTITUTES	12.82	13.04	15.41	15.72
PARAPROFESSIONAL SUMMER SCHOOL	16.66	16.95	*at school year rate	*at school year rate
HEAD ELECTION JUDGES	13.79	14.03	14.37	14.66
ELECTION JUDGES	11.03	11.22	11.49	11.72
BUS SUPERVISION: Per A.M./P.M. Supervision PER EVENT	9.24	9.40	9.63	9.82
STREET CROSSING GUARD: Per A.M./P.M. Supervision PER EVENT	9.24	9.40	9.63	9.82
CLEANING NIGHT SWEEPERS			-	-
- Substitutes	11.80	12.01	14.30	14.59
CUSTODIAN SUBSTITUTES	12.18	12.39	14.30	14.59
GROUNDS KEEPER / EQUIPMENT MAINTENANCE II	15.58	15.85	16.24	16.56
GROUNDS KEEPER / EQUIPMENT MAINTENANCE I	13.72	13.96	14.30	14.59
CASUAL LABOR (Other) (Summer Helpers)	11.80	12.01	14.30	14.59
CASUAL LABOR (High School Students & OJT: 18 years of age and older)	Min Wage	Min Wage	Min Wage	Min Wage
CASUAL LABOR (High School Students & OJT: Under 18 years of age)	Min Wage	Min Wage	Min Wage	Min Wage
ADULT FOOD SERVICE HELPERS			-	-
- New employees hired after August 1, 1991			-	-
- Category I (180 day Probation)	11.80	12.01	12.30	12.55
- Category II	12.41	12.63	14.68	14.97
SUBSTITUTE COOK OR BAKER	15.11	15.37	17.00	17.34
SUBSTITUTE HELPER	10.59	10.78	14.68	14.97
SUBSTITUTE TRUCK DRIVER	13.48	13.72	18.01	18.37
PART-TIME SECRETARIAL (NON-UNION)	12.66	12.88	15.50	15.81
SUBSTITUTE TEACHERS (DAILY RATE)	116.00	116.00	150.00	153.00



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>

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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent

**FROM:** David Wangen, Churchill Elementary School Principal  
Robbi Mondati, Washington Elementary School Principal  
T.J. Smith, Technology Director

**DATE:** July 14, 2022

**RE:** Recommendation for Internal Transfer

We are recommending the internal transfer of Hailee Meisner to the open 6.75 hrs/day Technical Support Paraprofessional position at Washington Elementary. T.J. Smith conducted the technical support exam and he was satisfied with her skill set.

(Employment is contingent upon Cloquet School Board approval.)



Independent School District No. 94  
Cloquet, Minnesota 55720

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<http://www.isd94.org>

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent  
Cloquet School Board

FROM: Beth Dohnansky

DATE: August 3, 2022

RE: Adult Meal Rate Change

The state released guidelines the minimum rate to be charged for adult lunches is \$4.95. Based on these guidelines, we will be changing the price of adult meals to this rate for the 2022-2023 school year. Please see below for the state guideline notice.

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### **Adult Meal Pricing Requirements for School Year 2022-23**

#### ***Minimum Prices for Meals Served to Adults and Other Non-Program Meals***

School Nutrition Programs funds may not subsidize meals served to adults or other non-program meals, such as second meals. The meal price must cover the full cost of the meal. Meals may be provided at no charge only to “program” adults, as defined in [Prohibition on Subsidizing Meals for Non-Program Adults](#). The required minimum meal prices for adults for SY2022-23 are:

- Lunch: \$4.95

The calculation is based on the current year’s State and Federal reimbursement rates plus the national average per meal value of U.S. Department of Agriculture Foods. Sponsors contracting with a Vended Meal Provider or Food Service Management Company may need to adjust upwards in order to cover the full cost of the meal.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota  
August 8, 2022

RESOLVED by \_\_\_\_\_

That the School Board of Independent School District No. 94 hereby names US Bank Cloquet, Associated Bank Corp., MN Trust, Pershing Investments, and the Minnesota School District Liquid Asset Fund Plus as depositories for funds belonging to Independent School District No. 94 and that all banks be required to furnish a corporate surety bond or acceptable collateral to cover the amount of school district deposits for the time period July 1, 2022 – June 30, 2023, as presented.

Motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and it was declared adopted on the following vote:

	YEA	NAY	
TED LAMMI, CHAIR			PASSED: August 8, 2022
NATE SANDMAN, CLERK			
DAVE BATTAGLIA, TREASURER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
KEN SCARBROUGH			



Independent School District No. 94  
Cloquet, Minnesota 55720

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<http://www.isd94.org>

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## Memorandum

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To: Cloquet School Board

From: Dr. Michael Cary, Superintendent  
Building Principals

Date: July 19, 2022

RE: Hire of Teacher Leaders

The incorrect amount was listed for the hire of the teacher leads on the July 11<sup>th</sup> meeting. Under the Teacher Collective Bargaining agreement, the stipend for school year 2022-2023 should be \$2,138 per person (Dept Head Stipend).

MC:mm