



Cloquet Public Schools

Regular Meeting

Monday, November 28, 2022 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm *Working Session*

Outdoor Physical Education and Athletic Facility Renovation
Representatives from Kraus Anderson Construction Company

6:00 pm *Regular Meeting*

I. Roll Call

II. Pledge of Allegiance

III. Consider Approval of Board Agenda

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IV. Consider Approval of School Board Minutes

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

2. *Recommendations for Employment*

- a. 1.0 FTE Restorative Practices Coordinator at Cloquet Middle and High School (Lindsey Markwardt) 24
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| 2. Wednesday, November 30, 2022 - JOM/LIEC Meeting - 5:30/6 p.m. - Virtual | |
| 3. Monday, December 12, 2022 - Policy Committee Meeting - 4:15 p.m. - Dr. Cary's Office | |
| 4. Monday, December 12, 2022 - Curriculum Committee Meeting - 4 p.m. - Boardroom | |
| 5. Monday, December 12, 2022 - Regular School Board Meeting 5:30 p.m. Working Session 6:00 p.m. Truth in Taxation Special Meeting 6:15 p.m. Regular Meeting | |
| 6. Tuesday, December 13, 2022 - DAC Meeting - 4 p.m. - Boardroom | |
| XIII. Adjournment | |

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VI. Claims, Hand Checks

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VIII. School Board Committee Report

1. Student Enrollment Report as of November 22, 2022

IX. Agenda Addendums

X. New Business

1. Determine Process for Contract Bidding for Outdoor Physical Education and Athletic Facility Renovation
2. Consider Approving the 2022-2024 AFSCME Dietary Contract
3. Consider Approving a Preliminary Request to Add Positions to Schedule C of the EM-C Teacher Contract
4. Consider Approving the Revisions to Policy 534 Unpaid Meal Charges and Waiving the 2nd and 3rd Readings

XI. Superintendent's Report

1. Blue Ribbon Award
2. Next Steps - Outdoor PE/Athletic Space Renovation

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XIII. Adjournment

* If any one board member wishes to remove an item from the consent agenda for discussion, that item should be added to the board meeting agenda prior to its approval.

November 14, 2022

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

Topics discussed:

Dr. Cary reviewed the upcoming agenda items. He discussed with the board the proposed updates to the secondary outdoor physical education and sports facilities, funding sources, and timelines. Other items discussed were the canvassing of election results, first meeting in January date, AFSCME custodial contract, and proposed additions to schedule C on the Ed MN- Cloquet contract. They discussed the option of using ARCC for segregation of accounting duties, and high school out of state travel requests. Dr. Cary congratulated David Perry being awarded the MREA Educator of Excellence Award, the many fall sports teams/individuals who advanced to state, and Churchill's upcoming Blue-Ribbon event. The board and Dr. Cary discussed a survey going out to hockey families to gather feedback about potentially moving from Class AA to Class A. There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 6:18 p.m.

November 14, 2022

The Regular Meetings of the School Board of Independent School District No. 94, in the City of Cloquet on November 14, 2022, was called to order by Board Chair T. Lammi at 6:21 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
- Bill Bauer, Technology Support Specialist
- Candace Nelis, Business Manager
- Paul Riess, Athletic Director
- Ashlee Lennartson, Ed MN Teacher Representative
- Jana Peterson, Pine Knot Representative
- Sarah Buhs, Incumbent School Board Member

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 N. Sandman to approve the November 14, 2022, regular board agenda, as presented. D. Battaglia 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 October 24, 2022, school board meeting minutes, 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.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- There were no public comments.
- Building and Department Reports were reviewed.

CONSIDER APPROVAL OF CLAIMS AND HAND CHECKS

- RESOLVED by D. Battaglia to approve Claims, November 9, 2022; Hand Checks, October 24, 27, 31 (x2), November 3, 2022; Food Service Report, September 2022, as presented. K. Scarbrough 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 G. Huard to approve the Consent Items, as presented.

1. Resignations:

- a. Shauna Hendrickson, 6.5 hrs/day CS Paraprofessional at CAAEP, effective November 15, 2022
- b. Jennifer Clark, 3.5 hrs/day Food Service, effective November 11, 2022

2. Recommendations of Employment:

| <u>NAME</u> | <u>POSITION/LOCATION</u> | <u>SALARY**</u> | <u>START DATE</u> |
|----------------------------|--|-----------------|--------------------|
| a. Lauren (Elijah) Wiseley | 6.25 hrs/day CS Paraprofessional at Washington | Step 1 | November 15, 2022 |
| b. Stephanie Mellinger | 24.50 hrs/week ECSE Paraprofessional | Step 1 | November 15, 2022 |
| c. Colleen Anderson | 3.5 hrs/day FS at CMS | Step 1 | November 15, 2022 |
| d. Megan Gerlovich | Youth Volleyball Coach with CE | per fees | September 24, 2022 |
| e. Trinity Semo | Youth Volleyball Coach with CE | per fees | September 20, 2022 |
| f. Robert Bowe | Recreation Instructor with CE | per fees | December 1, 2022 |

3. Extra Services Contracts

| | | |
|--------------------|---|------------|
| a. Jessica Knutsen | 6 th Period Stipend | \$4,994.00 |
| b. Emily Stunek | Girls' Hockey Coach through Activity Funds | \$2,500.00 |
| c. Al Woodward | Fall Musical Design/Building Activity Funds | \$1,000.00 |
| d. Ethan Hollinger | Fall Musical Lights/Sound Activity Funds | \$1,000.00 |
| e. Suzy Goodin | Change is paid amount from \$1200 to \$800. | |
| f. Josh Porter | One Act Play Director | \$1,943.00 |
| g. Corey Hunt | One Act Play Assistant Director | \$1,148.00 |

4. Permission to Post

- a. FTE Substitute Float Teacher for Northern Lights Academy
- b. Homebased Teacher at CAAEP
- c. 6.5 hrs/day CS Paraprofessional at CAAEP
- d. 24.50 hrs/day week ECSE Paraprofessional
- e. 3.5 hrs/day Food Service Staff at CMS
- f. On Call Cleaner Positions

5. Grant Applications/Donations

- a. Irving Community Association, \$3,000, for CHS's motivational speakers in September
- K. Scarbrough 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

- The student enrollment report from November 9, 2022, was reviewed.

AGENDA ADDENDUMS

- None were presented

SCHOOL BOARD ELECTIONS

- RESOLVED by N. Sandman to approve the canvassing returns of votes of the school district general election held on Tuesday, November 8, 2022, as presented. M. Juntunen seconded the motion. A roll call vote was called: T. Lammi-yea, N. Sandman-yea, D. Battaglia-yea, G. Huard-yea, M. Juntunen-yea, and K. Scarbrough-yea. The motion passed with a 6-0 vote.
- RESOLVED by D. Battaglia to authorize the issuance of certificates of election and directing the school district clerk to perform other election related duties, as presented. K. Scarbrough seconded the motion. A roll call vote was called: T. Lammi-yea, N. Sandman-yea, D. Battaglia-yea, G. Huard-yea, M. Juntunen-yea, and K. Scarbrough-yea. The motion passed with a 6-0 vote.

NEW BUSINESS

- RESOLVED by M. Juntunen to approve the Carlton County Children’s Mental Health and Family Service Collaborative Joint Powers agreement, 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 D. Battaglia to approve directing the district administration to pursue options for funding and constructing improvements to the secondary outdoor physical education and athletics facilities, including the replacement and expansion of tennis courts, resurfacing and reconstruction of the track, soccer and football fields (to include installation of artificial turf), as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve setting the organizational and first regular meeting in 2023 to January 9, 2023, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by G. Huard to approve the 2022-2024 AFSCME Custodial Contract, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve the preliminary request to add Quiz Bowl Advisor and Assistant CHS Robotics Advisor to Schedule C of the Ed. MN – Cloquet contract, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by T. Lammi to approve the contract agreement with Arrowhead Regional Computer Consortium (ARCC) for services related to audit findings. D. Battaglia seconded the motion. Discussion was held about costs and other options. T. Lammi withdrew his motion.
- RESOLVED by K. Scarbrough to approve a contract agreement through the current fiscal year with Arrowhead Regional Computer Consortium (ARCC) for services related to audit findings. G. Huard seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the request for support for the 2023 All Night Grad Party, as presented. M. Juntunen 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 request to travel out of state for the Cloquet High Social Studies Department, as presented. M. Juntunen 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 request to travel out of state for the Cloquet High School Concert Band, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

SUPERINTENDENT’S REPORT

- In addition to the working session items, Dr. Cary thanked Ted Lammi for his service on the school board. He also congratulated Dave Battaglia, Gary “Hawk” Huard and Sarah Plante Buhs for their school board election win.

FOR YOUR INFORMATION

- Internal Transfer of 24.50 hrs/week to 31 hrs/week ECSE Paraprofessional (Katelyn Mann/Kromm)
- Temporary Transfer from Garfield to Carlton NLA (Jenna Ostman)
- Congratulations to our Fall High School Sports:
Girls Soccer competed at the State Tournament, Boys Soccer competed at the State Tournament and finished in 3rd Place, Girls Volleyball finished as the Section 7AAA runner up, Football finished as the 7AAAA runner up, Miles Fischer competed in the State Cross Country Meet and finished in 15th Place and Hannah Sandman advances to the State Swimming Meet this week for the 200 yard freestyle
- Congratulations to Kaylee Ojanen and Laela Aasen for Winning the Special Olympics Minnesota Unified Bocce Ball Division C Championship
- Wellness Policy Committee Meeting Summary from October 25, 2022
- Washington Elementary November Newsletter
- National Community Education Day was last Thursday, ⁷November 10, 2022

- Thank you to our fabulous art teachers and their students for the lovely new artwork in the boardroom and 2nd floor of the Garfield building. Thank you for sharing!
-

UPCOMING MEETINGS/EVENTS

- Tuesday, November 15, 2022 - DAC Meeting - 4 p.m. - Boardroom
- Tuesday, November 15, 2022 - Community Education Advisory Committee Meeting - 5:30 p.m. - Comm Ed Conference Room
- Monday, November 21, 2022 - Technology Committee Meeting - 4 p.m. - Boardroom
- Monday, November 28, 2022 - Regular School Board Meeting, 5:30 p.m. Working Session, 6:00 p.m. Regular Meeting
- Tuesday, November 29, 2022 - Equity Committee Meeting - 3:45 p.m. - Washington Elementary School
- Wednesday, November 30, 2022 - JOM/LIEC Meeting - 5:30/6 p.m. - Location TBD

ADJOURNMENT

There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 6:35 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Department Reports

Churchill Elementary:

Churchill hosted their Blue Ribbon School Celebration event this past week. Thank you to the board members, Dr. Cary and district staff that attended, supported, and helped out. Congratulations to our school district, community, families, staff/teachers, and students for receiving this award. We had a great culminating event! Student first-trimester report cards will be sent home Friday, 12/8. Churchill and Washington teachers will attend a staff development morning at Churchill on Friday, 12/2. Teachers will have learning options that include; mental health, Equity training, phonics training, and the IXL (math) training. A morning PLC will conclude the training day. Churchill grade three students hosted a Veterans Day family music program on Veterans Day. Thank you, Mrs. Roemhildt, for a great program. The first-trimester PBIS program is Dazzling Dave the yoyo man who visits on 11/28.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

It has been a whirlwind at Washington since the last board meeting!

-Third graders were able to go to the Great Lakes Aquarium on November 17th and 18th!

-On Friday the 18th we had our first all school assembly and hosted "The NED Show" where students go to learn about having a growth mindset and remembering what NED stands for: Never give up, Encourage others, and Do your best. The message and presentation were great, and they align closely with our PBIS focused "purple pride" at Washington! Part of NED's presentation is using yoyos so we are also hosting yoyo sales in the morning this week and next as part of the NED pay-it-forward plan.

-The week of November 21-23 was important for several reasons. The week was focused on "Indigenous Pride" with different themed days like "Rock your Mocs Day" and "Colors of the Medicine Wheel". Additionally, we also introduced our students to some "college knowledge" too as Mrs. Sewell shared some resources and a video with students to help them start thinking about their future dreams and how to reach them!

-Students in first grade got to select a spirit day this week and chose "Bring a Stuffedie or Toy for Show & Tell" day!

-Congratulations to Ms. Broman's and Mrs. Painter's classes on winning a pizza party with the Cloquet Area Fire Department for having grade-level coloring contest winners in their class!

-The team at Washington, as well as our students, wish our board a Happy Thanksgiving! We are grateful for your service to ISD94!

Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

During the week of November 21, students in Family and Consumer Science 8 will participate in the King Arthur Flour Bake for Good: Small Group Program project and learn that math, science, reading, and baking know-how add up to something delicious!

What is Bake for Good?

Bake for Good is King Arthur Baking Company's free outreach program for students in grades 4 through 12. We have three goals: learn, bake, and share. Students learn the math and science of making bread from scratch. With supplies from King Arthur, they bake the bread recipe at home or together in school. The recipe makes two loaves, one to keep and one to share with someone in need or as an act of kindness.

We'll be baking rolls together and donating a portion to the 8th Annual Chapter 18 Carlton County D.A.V. Thanksgiving meal. In addition to sampling some of what they've made, your new baker will come home with a BFGK recipe booklet, a dough scraper (ask them how to use it!), and new baking skills.

The CMS student council - community service committee planned and carried out a food drive for November. They sent out a list of 30 items to homerooms where students could sign up to bring a donation. Collected donations will go to Northern Lights Community Action (NLCA) to help fill Thanksgiving boxes, CMS weekend food shelves, supplies for our nurses, and the Salvation Army to help meet increasing needs. We made one delivery to NLCA last week and will make another delivery on Monday. The remaining donations will be given to the other areas by the beginning of December.

Submitted by Tom Brenner, Cloquet Middle School Principal

Cloquet High School:

- The fall musical – The Wizard of Oz – was presented last weekend. It was fabulous. Congratulations to director Iris Kelle, her staff, and all of our students.
- Winter Sports have started in full – Girls Hockey has played a couple of games and next week the rest of our teams start competing.
- We hosted the 1st AMFA Jamboree in our new CTE wing last week. We had an number of business and legislative partners attending. I'm very proud of what we're doing in our CTE program.
- We're hosting a Career Fair on 11/30 – we're up to 20 employers that will be on site.
- We're only a week away from our midterms for Quarter 2.

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

CAAEP has welcomed some new students second quarter. Students are settling down into the new quarter.

The CAAEP crew has said good bye to some crew members: Shauna Hendrickson(para) ~ has taken a new position with the county, Lindsey Markwardt (Indian Ed Family/School Liaison) has taken a new position at the Cloquet High School (Restorative Practices Coordinator), and Holly (Student Teacher) has finished her program with us.

CAAEP is welcoming Emma Pastika into the CAAEP Crew para Pool. Emma has been working with CAAEP via the REACH program as an AmeriCorps worker for the past 1.5 years and is looking forward to continuing her work at CAAEP.

CAAEP staff are working with students on the development of the winter symposium.

Submitted by Connie Hyde, CAAEP Principal

Community Education

Pep Squad:

Our pep squad received their new uniforms which were purchased with a generous donation from Andrew Genereau Construction. This winter, they will be leading the school spirit at the high school basketball games.



Bean Bag tournament:

We held our bean bag tournament at the Cloquet Middle school earlier this month. Eight intergenerational teams participated. They enjoyed pizza and refreshments. The top two teams won gift cards for Carmens and the rest received gift cards for Premier Theatre. This activity was sponsored by the Age-to-Age program, financially supported by the Northland Foundation.



Submitted by Erin Bates, Community Education Director

Business Department:

The Business Office has been busy with the start of the school year and audit time. Since we just wrapped up audit in October we have not moved onto prepping for the end of the calendar year items like W-2's and 1095's. We are hard at work getting back pays done for the groups that just settled their contracts and hope to have those done before the end of the calendar year. I am just wrapping up my Truth In Taxation presentation that will be presented at the December Board meeting.

Submitted by Candace Nelis, Business Manager

American Indian Education Department

Greetings School Board Members,

Fond du Lac Resource Management, the Friends of the Boundary Waters, and Cloquet Schools AIE program is collaborating an exciting experience to offer Boundary Waters Camping trips to students. A 6 day/5 night camping trip with an outfitter such as Wilderness Inquiry will include camping, canoeing, fires, stargazing, and swimming. We are looking at being able to secure spots to interested program students in grades 7-12. These groups might be combined with students from FDL Ojibwe School. More information will be shared with potential campers and their families in January/February. Hoping to continue to offer experiences like this through sustained partnerships.



CHS AIE Seniors and Juniors attended a learning opportunity on Digital Media (Nagaajiwanaang Youth Mazinaakizigewin Workshop 2022) at the Fond du Lac Anishinaabewigamig on Monday November 21st. Increasing language awareness, having access to local resources and participating in traditional teachings from our community is one of many ways AIE continues to support our youth’s engagement in their education.

Several College/University trips with Nandagikendan Academy (Seek to Learn at FDLTCC) are being attended. Last week they visited Northland College in Ashland, WI and this week they will be going to the University of Minnesota Twin Cities campus.

Makoons Club continues to thrive with upcoming literature/activities: Why the Bear has a short tail-Making your own Bikwak (Arrow) & Nenabozhoo and the Gian White Beaver-Making a Beaver Dam. Planning is underway to have a parent engagement night with students and their families.

The next JOM & LIEC meeting will be November 30th. JOM beginning at 5:30pm and LIEC at 6:00pm. Links will be online as these will be virtual meetings. Miigwech for our new committee members for their consistency and patience.

Submitted by Teresa Angell, American Indian Education Director

Building and Grounds

Currently interviewing substituted cleaners district wide. There have been two additional hires that plan to start after the Thanksgiving break.

Recommendation of employment letters have been brought forth for two On Call Cleaner/Floater Cleaner positions.

The preventative maintenance work order system the District intended on utilizing merged with another company to a new platform. I am currently implementing data into the new platform now that it is available. I am hopeful to roll it out after the new year.

Submitted by Dylan Carlson, Building and Grounds Director

Technology

The Technology Department is continuing to support teaching and learning by fixing technology issues as they arise. In addition to fixing the issues that crop up, the Technology Department continues to try and protect the

district from cyber attacks and ransomware. The internet is turning into an increasingly dangerous place and for schools this is no different. By utilizing several different assets we are now blocking 1.7 million malicious domain names as well as millions of IP addresses across the world. As much as the department tries to protect us, individual users play a key role in keeping our systems secure. This is why we've partnered with ARCC and signed up for a service called InfoSec to help better train our staff and assist us in testing for vulnerabilities. In the coming weeks we will be introducing new cyber security training for all staff and conducting penetration tests to test the effectiveness of the department's efforts and the district staff's ability to spot phishing attempts.

Submitted by T.J. Smith, Technology Director

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

| Fund Description | | Total |
|-------------------------|--------------------|--------------------|
| 01 | General | \$34,508.76 |
| 03 | Transportation | \$510.70 |
| 04 | Community Services | \$223.25 |
| 12 | Activities | \$330.58 |
| Report Total | | \$35,573.29 |

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 | 98756 | 18892 | Check | 1 | 10840 | CLOQUET YOUTH BASKETBALL ASS | Yes | No | No | USD | 11/10/2022 | 170.00 |
| | | 98759 | 18893 | Check | 1 | 5675 | MINNESOTA ENERGY RESOURCES | Yes | No | No | USD | 11/10/2022 | 4,012.34 |
| | | 98760 | 18894 | Check | 1 | 9628 | MINNESOTA LIFE INSURANCE COMF | Yes | No | No | USD | 11/10/2022 | 8,955.50 |
| | | 98758 | 18895 | Check | 1 | 36651 | MINNESOTA POWER | Yes | No | No | USD | 11/10/2022 | 21,214.28 |
| | | 98757 | 18896 | Check | 1 | 10862 | ONAMIA HIGH SCHOOL | Yes | No | No | USD | 11/10/2022 | 75.00 |
| | | 98754 | 18897 | Check | 1 | 10229 | SUPERONE | Yes | No | No | USD | 11/10/2022 | 635.47 |
| | | 98755 | 18898 | Check | 1 | 10453 | WEX BANK | Yes | No | No | USD | 11/10/2022 | 510.70 |
| Bank Total: 2 | | | | | | | | | | | | \$35,573.29 | |
| Report Total: | | | | | | | | | | | | \$35,573.29 | |

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

| Fund | Description | Total |
|---------------------|---------------------|--------------------|
| 01 | General | \$38,200.38 |
| 05 | Capital Expenditure | \$134.91 |
| 12 | Activities | \$2,295.28 |
| Report Total | | \$40,630.57 |

Cloquet Public Schools
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 | 98765 | 18899 | Check | 1 | 6078 | AMAZON | Yes | No | No | USD | 11/17/2022 | 2,260.45 |
| | | 98761 | 18900 | Check | 1 | 10401 | CITY OF CLOQUET | Yes | No | No | USD | 11/17/2022 | 5,620.10 |
| | | 98764 | 18901 | Check | 1 | 5675 | MINNESOTA ENERGY RESOURCES | Yes | No | No | USD | 11/17/2022 | 1,013.62 |
| | | 98763 | 18902 | Check | 1 | 36651 | MINNESOTA POWER | Yes | No | No | USD | 11/17/2022 | 29,836.40 |
| | | 98762 | 18903 | Check | 1 | 10863 | OBJECTIX INC | Yes | No | No | USD | 11/17/2022 | 1,900.00 |
| Bank Total: 2 | | | | | | | | | | | | \$40,630.57 | |
| Report Total: | | | | | | | | | | | | \$40,630.57 | |



- [🕒 Accounts Dashboard](#)
- [🕒 Activity History](#)
- [📄 Statements & Documents](#)
- [⚙️ Organizational Settings](#)
- CONTACT US**
- [✉️ Secure Contact](#)
- [🔗 FAQ](#)

✔️ Transfer Submitted

Transfer Amount

[🖨️ Print Confirmation](#)

\$1,500,000.00

| | |
|------------------|--|
| Confirmation # | 3576854 |
| Transaction Type | Transfer Between Products |
| Transfer From | 600041 - General Fund MSDLAF+ MAX Class |
| Transfer To | MSDLAF+ Liquid Class |
| Date Scheduled | Oct 05, 2022 |

[Make Another Transaction](#)

[Done](#)



- [🕒 Accounts Dashboard](#)
- [🕒 Activity History](#)
- [📄 Statements & Documents](#)
- [⚙️ Organizational Settings](#)
- CONTACT US**
- [✉️ Secure Contact](#)
- [🔗 FAQ](#)

✔️ Transfer Submitted

Transfer Amount

[🖨️ Print Confirmation](#)

\$1,200,000.00

| | |
|------------------|--|
| Confirmation # | 3583199 |
| Transaction Type | Transfer Between Products |
| Transfer From | 600041 - General Fund MSDLAF+ MAX Class |
| Transfer To | MSDLAF+ Liquid Class |
| Date Scheduled | Oct 14, 2022 |

[Make Another Transaction](#)

[Done](#)



- 🕒 Accounts Dashboard
- 🕒 Activity History
- 📄 Statements & Documents
- ⚙️ Organizational Settings
- CONTACT US
- ✉️ Secure Contact
- ❓ FAQ

 **Transfer Submitted**
CLOQUET PUBLIC SCHOOLS,

CN

ISD# 94
Transfer Amount

 Print Confirmation

\$1,300,000.00

Confirmation # 3602368

Transaction Type Transfer Between Products

Transfer From 600041 - General Fund
MSDLAF+ MAX Class

Transfer To MSDLAF+ Liquid Class

Date Scheduled Nov 15, 2022

Make Another Transaction

Done

FOOD SERVICE REPORT

| | | | | |
|------------------------------|---------|--------------|----------------------|--------|
| MONTH | October | 2022 | MONTH TO DATE | 2 |
| TOTAL INCOME | | \$137,924.37 | | |
| TOTAL COSTS | | \$137,006.85 | | |
| NET | | \$917.52 | | |
| TOTAL INCOME PER MEAL | | \$4.07 | | |
| TOTAL COST PER MEAL | | \$4.04 | | |
| NET | | \$0.03 | | |
| MEALS | | 33,910 | YTD = | 64,188 |

AVERAGE DAILY PARTICIPATION (ADP)

| | ADP ADULTS | ADP STUDENTS | PERCENTAGE ADP STUDENTS | |
|-------------------------|-----------------------|-------------------------|--|----------------------|
| SENIOR HIGH | 9.32 | 249.74 | 35% | |
| MIDDLE SCHOOL | 3.74 | 477.27 | 65% | |
| WASHINGTON | 0.64 | 286.95 | 61% | |
| CHURCHILL | 0.11 | 232.23 | 66% | |
| QUEEN OF PEACE | 0 | 53.69 | 56% | |
| CAAEP | 0.85 | 40.48 | 61% | |
| Lii' LUMBERJACKS | 0 | 23.8 | 40% | |
| NLA | 0 | 11.11 | 73% | |
| OUR SAV.NLA | 0 | 4.79 | 85% | |
| TOTALS | 14.66 | 1380.06 | 54% | 71% Total program |
| | enrollment | | 2731 | |
| | attendance | | 2538 | |

MONTH October 2022 FOOD SERVICE REPORT

General Journal Entries Allocation of Ala Carte

| INCOME | | DEBIT | CREDIT |
|-------------------------|----------------------|-------------|-------------|
| 02-005-000-000-701-601 | Sales of Lunches | \$6,996.95 | |
| 02-005-000-000-705-601 | Student Breakfast | | \$2,032.80 |
| 02-005-000-000-701-606 | Adult Lunches | | \$1,390.95 |
| 02-005-000-000-707-601 | Student Ala Carte | | \$3,500.00 |
| 02-005-000-000-707-606 | Adult Ala Carte | | \$73.20 |
| EXPENSES | | | |
| 02-005-770-000-707-1770 | Salaries Ala Carte | \$1,600.07 | |
| 02-005-770-000-707-490 | Food Other | \$2,192.94 | |
| 02-005-770-000-707-495 | Milk Other | \$321.50 | |
| 02-005-770-000-705-490 | Food Breakfast | \$9,169.20 | |
| 02-005-770-000-705-495 | Milk Breakfast | \$1,681.02 | |
| 02-005-770-000-705-1770 | Salaries Breakfast | \$2,959.45 | |
| 02-005-770-000-701-1770 | Cooks Asst. Salaries | | \$4,559.52 |
| 02-005-770-000-701-490 | Food Type A | | \$11,362.14 |
| | | \$17,924.18 | |
| 02-005-770-000-701-495 | Milk Type A | | \$2,002.52 |



Independent School District No. 94
Cloquet, Minnesota 55720

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www.isd94.org

21 November 2022

To: Dr. Michael Cary, Superintendent
From: Teresa Angell, AIE Program Director TA
RE: Recommendation of Hire for Restorative Practices Coordinator

For your consideration and approval, I recommend Lindsey Markwardt to fill the 1.0FTE Restorative Practices Coordinator position for CMS and CHS.

Mrs. Markwardt demonstrates an extraordinary understanding of Restorative Practices and implementing them through a cultural lens. She has provided trainings through MDE and Mickelson Consulting. As a team member at CAAEP, Lindsey assisted in organizing many circles, chats, celebrations, and school wide RP days.

Lindsey is very passionate about including her culture as an Anishinaabe Ikwe in the development of curriculum, delivery of services and in her professional communication. These unique skill sets will enhance the Restorative Practices Coordinator position.

Mr. Lenarz and Mr. Prosen are supportive of this hire.

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

Name: Lindsey Markwardt
Position: 1.0FTE Restorative Practices Coordinator
Rate: Step 5 of RP Coordinator Contract
Funding Source: 100% A&I 313
Budgeted Current Year: Yes
Starting date: November 28, 2022

(Employment is contingent upon Cloquet School Board approval).

AGREEMENT
INDEPENDENT SCHOOL DISTRICT NO. 94
CONTRACT FOR RESTORATIVE PRACTICES COORDINATOR

ARTICLE I
PARTIES

The parties to this agreement are Independent School District No. 94, Cloquet, Minnesota (hereinafter referred to as "District"), and Lindsay Markwardt (hereinafter referred to as the "Restorative Practices Coordinator" or "Employee").

ARTICLE II
TERM

The term of this agreement shall be for the period commencing on **November 28, 2022** and terminating on **June 30, 2025**.

ARTICLE III
BASIC COMPENSATION

The Restorative Practices Coordinator's annual compensation shall be set as follows:

| Step | 1 | 2 | 3 | 4 | 5 | 6 |
|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 2022-23 | \$42,887 | \$44,077 | \$45,894 | \$48,349 | \$50,369 | \$53,310 |
| 2023-24 | TBD | TBD | TBD | TBD | TBD | TBD |
| 2024-25 | TBD | TBD | TBD | TBD | TBD | TBD |

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

Ms. Markwardt will be on Step 5 on the salary schedule listed above for the 2022-23 school year. Salary is paid on a salaried basis for a 183.5 day work year following the teacher work calendar. Salary schedule will increase for 2023-24 and 2024-25 by the same percentage as the Education Minnesota Cloquet contract.

ARTICLE IV
DUTY YEAR

The Restorative Practices Coordinator's position is a one hundred eighty-three and one half (183.5) day contract.

ARTICLE V
BENEFITS

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

Vacation: Due to the limited work year, this position is not eligible for vacation.

Sick Leave: This position will be eligible for 13 days of sick leave per year to be prorated for partial years of service.

Personal Leave: The employee shall receive 2 personal days per year. Employee may not carry over personal days. Personal days will be prorated if employment is terminated or employee resigns from the position before June 30th. Proration shall be made based on a 183.5-day work year following the teacher work calendar.

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

ARTICLE VI
403(b) BENEFITS

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

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

ARTICLE VII
OTHER TERMS

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

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

Dated this _____ day of _____, 2022.

EMPLOYEE

DISTRICT, CHAIR OF BOARD OF EDUCATION

DISTRICT, SUPERINTENDENT OF SCHOOLS



Independent School District No. 94
Cloquet, Minnesota 55720

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<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Beth Dohnansky, Food Service Director
DATE: November 18, 2022
RE: Recommendation for Employment

I am recommending the employment of Melissa Axtell as a Food Service Staff District Wide Floater.

| | |
|------------------------|--|
| RATE OF PAY: | \$16.68 per hour |
| HOURS TO BE WORKED: | 3.0 Hours/Day (Monday –Friday) |
| START DATE: | November 29, 2022 |
| LENGTH OF CONTRACT: | Ongoing |
| BUDGETED CURRENT YEAR: | Yes |
| POSTED: | Posted, internally and externally |
| RATIONALE FOR HIRE: | Melissa has knowledge of food service operation and work experience in the field. She will be a great addition to the Food Service team. |

(Employment is contingent upon Cloquet School Board approval.)

BD: mm

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



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Memorandum

To: Dr. Michael Cary
Superintendent

From: Dylan Carlson
Director of Facilities and Grounds

Date: November 22, 2022

Subject: Recommendation for Employment

I am recommending the employment of Kyle Winterquist to fill an On Call Cleaner position district wide that became available due on going need of substitute cleaners. This hire is pending a successful background check.

| | |
|------------------------|---|
| Rate of Pay: | Up to 20 hours/week - \$15.10/Hour Over 20hours/week to 30 hours/week - \$16.78/Hour |
| Starting Date: | TBD |
| Length of Contract: | |
| Budgeted Current Year: | Yes |
| Reason for Hire: | Ongoing substitute cleaner needs. |

Employment is based on Cloquet School Board approval.



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<http://www.isd94.org>

Memorandum

To: Dr. Michael Cary
Superintendent

From: Dylan Carlson
Director of Facilities and Grounds

Date: November 22, 2022

Subject: Recommendation for Employment

I am recommending the employment of Mark Lundquist to fill an On Call Cleaner position district wide that became available due on going need of substitute cleaners. This hire is pending a successful background check.

| | |
|------------------------|---|
| Rate of Pay: | Up to 20 hours/week - \$15.10/Hour Over 20hours/week to 30 hours/week - \$16.78/Hour |
| Starting Date: | TBD |
| Length of Contract: | |
| Budgeted Current Year: | Yes |
| Reason for Hire: | Ongoing substitute cleaner needs. |

Employment is based on Cloquet School Board approval.



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

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: November 21, 2022

RE: **6th Period Stipend for the 2nd Semester 2022-2023 School Year**

I am recommending the employment of Cheyenne Deters for a 6th period stipend to provide CTE Work-Based Learning for 2nd Semester. This will be a fully reimbursable expense from the Carl Perkins grant. This is a pilot program for our Perkins Consortium.

- Rate of Pay for 6th Period Stipend (Half a year): \$2,497
- Up to 40/hours for curriculum writing (\$29.12/hour): \$1,164.80



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21 November 2022

To: Dr. Michael Cary, Superintendent
From: Teresa Angell, AIE Program Director *TA*
RE: Permission to post for CAAEP Indian Home School Liaison (IHSL)

For your consideration and approval, I am requesting permission to post for a 7.5 hr/day American Indian Education Program IHSL at Cloquet Area Alternative Education Program due to staff resignation effective 11/28/22.

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

Cc: Connie Hyde



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| | | |
|------------------------------------|---------------------|--------------|
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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: November 15, 2022

RE: **Permission to Post**

We are requesting permission to post for the following paraprofessional position due to staff vacancy:

- 6.5 Hours/Day DCD MM Special Education Paraprofessional at Cloquet High School



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| | | |
|------------------------------------|---------------------|--------------|
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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: November 18, 2022

RE: **Donation acceptance**

- This memo is to inform the board of a \$5,000 donation made to the CHS band program from the Arrowhead Regional Arts Council .
- This donation is helping cover the cost of the Consortium for Native American Composers (CNAC) that CHS Band Director, Kevin Huseh, is leading. CNAC is a 21 member organization representing 37 different ensembles. This year CNAC is commissioning Keith Secola to write two works for the Middle School and High School band. The Cloquet Band Department will give the world premieres of these pieces in December of 2023.

Please formally accept this donation.

2022-2023 Student Enrollment Report

| 5/27/2022 | Dates | 9/8 | 9/21 | 10/5 | 10/17 | 11/9 | 11/22 | | | | | | | | | | | | |
|-----------------------------|------------------------------|------|------|------|-------|------|-------|---|---|---|---|---|---|---|---|---|---|---|---|
| CHURCHILL | | | | | | | | | | | | | | | | | | | |
| 18 | Handicap Kindergarten | 17 | 20 | 20 | 20 | 20 | 20 | | | | | | | | | | | | |
| 15 | Early Five/Dev Kindergarten | 22 | 22 | 22 | 22 | 22 | 22 | | | | | | | | | | | | |
| 70 | Kindergarten - All Day | 66 | 62 | 61 | 61 | 61 | 61 | | | | | | | | | | | | |
| 53 | First Grade | 71 | 72 | 71 | 71 | 71 | 71 | | | | | | | | | | | | |
| 71 | Second Grade | 49 | 46 | 45 | 45 | 45 | 45 | | | | | | | | | | | | |
| 69 | Third Grade | 80 | 79 | 79 | 79 | 79 | 79 | | | | | | | | | | | | |
| 71 | Fourth Grade | 78 | 78 | 78 | 78 | 77 | 77 | | | | | | | | | | | | |
| 367 | TOTAL CHURCHILL | 383 | 379 | 376 | 376 | 375 | 375 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| WASHINGTON | | | | | | | | | | | | | | | | | | | |
| 20 | Handicap Kindergarten | 17 | 19 | 18 | 18 | 17 | 17 | | | | | | | | | | | | |
| 81 | Kindergarten - All Day | 80 | 80 | 81 | 81 | 82 | 83 | | | | | | | | | | | | |
| 78 | First Grade | 107 | 108 | 107 | 107 | 106 | 106 | | | | | | | | | | | | |
| 106 | Second Grade | 89 | 89 | 88 | 88 | 88 | 88 | | | | | | | | | | | | |
| 114 | Third Grade | 104 | 104 | 104 | 103 | 102 | 102 | | | | | | | | | | | | |
| 106 | Fourth Grade | 103 | 102 | 102 | 102 | 101 | 102 | | | | | | | | | | | | |
| 505 | TOTAL WASHINGTON | 500 | 502 | 500 | 499 | 496 | 498 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 872 | TOTAL ELEMENTARY | 883 | 881 | 876 | 875 | 871 | 873 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Open Enrollment-Elementary | | | | | | | | | | | | | | | | | | |
| MIDDLE SCHOOL | | | | | | | | | | | | | | | | | | | |
| 191 | Fifth Grade | 184 | 183 | 182 | 182 | 181 | 181 | | | | | | | | | | | | |
| 192 | Sixth Grade | 199 | 199 | 200 | 198 | 199 | 200 | | | | | | | | | | | | |
| 204 | Seventh Grade | 195 | 193 | 191 | 190 | 190 | 190 | | | | | | | | | | | | |
| 203 | Eighth Grade | 208 | 209 | 209 | 209 | 210 | 211 | | | | | | | | | | | | |
| 790 | TOTAL MIDDLE SCHOOL | 786 | 784 | 782 | 779 | 780 | 782 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Open Enrollment-CMS | | | | | | | | | | | | | | | | | | |
| HIGH SCHOOL | | | | | | | | | | | | | | | | | | | |
| 215 | Ninth Grade | 208 | 206 | 206 | 204 | 203 | 203 | | | | | | | | | | | | |
| 205 | Tenth Grade | 215 | 213 | 210 | 209 | 209 | 209 | | | | | | | | | | | | |
| 175 | Eleventh Grade | 214 | 214 | 210 | 209 | 206 | 204 | | | | | | | | | | | | |
| 159 | Twelfth Grade | 180 | 177 | 177 | 177 | 177 | 175 | | | | | | | | | | | | |
| 754 | TOTAL HIGH SCHOOL | 817 | 810 | 803 | 799 | 795 | 791 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | Open Enrollment-CHS | | | | | | | | | | | | | | | | | | |
| 2416 | TOTAL HK-12 | 2486 | 2475 | 2461 | 2453 | 2446 | 2446 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | TOTAL OPEN ENROLLMENT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CAAEP- FULL-TIME | | | | | | | | | | | | | | | | | | | |
| 79 | High School (grades 9-12) | 75 | 77 | 78 | 75 | 73 | 75 | | | | | | | | | | | | |
| 10 | Junior High (grades 6-8) | 9 | 9 | 10 | 10 | 9 | 9 | | | | | | | | | | | | |
| 89 | TOTAL CAAEP-Full-Time | 84 | 86 | 88 | 85 | 82 | 84 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ** CAAEP - PART-TIME | | | | | | | | | | | | | | | | | | | |
| | EDHS | | | | | | | | | | | | | | | | | | |
| | Extended Programming | | | | | | | | | | | | | | | | | | |
| | Targeted Services | | | | | | | | | | | | | | | | | | |
| 2539 | GRAND TOTAL | 2570 | 2561 | 2549 | 2538 | 2528 | 2530 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

** NOT included in totals.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota
November 28, 2022

RESOLVED by _____

That the School Board of Independent School District No. 94 hereby approves using the Sourcewell state bidding process for the outdoor physical education and athletic facility renovations, as presented (copies on file in the Superintendent's Office).

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: November 28, 2022 |
| NATE SANDMAN, CLERK | | | |
| DAVE BATTAGLIA, TREASURER | | | BOARD CHAIR: |
| GARY HUARD | | | |
| MELISSA JUNTUNEN | | | ATTEST (BOARD CLERK): |
| KEN SCARBROUGH | | | |

OPTION B

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota
November 28, 2022

RESOLVED by _____

That the School Board of Independent School District No. 94 hereby approves using the request for bid process for the outdoor physical education and athletic facility renovations, as presented (copies on file in the Superintendent’s Office).

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: November 28, 2022 |
| NATE SANDMAN, CLERK | | | |
| DAVE BATTAGLIA, TREASURER | | | BOARD CHAIR: |
| GARY HUARD | | | |
| MELISSA JUNTUNEN | | | ATTEST (BOARD CLERK): |
| KEN SCARBROUGH | | | |

OPTION A



DIETARY EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA**

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

April Isaacson

Bargaining Unit – Dietary Staff

[Signature]

Bargaining Unit – Dietary Staff

Tom Whiteside

AFSCME Council No. 65 Representative

Dated: Board Approved November 28, 2022

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

School Board Chair

School Board Clerk

Superintendent of Schools

Dated: Board Approved November 28, 2022



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the dietary employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to food service duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition

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 Dietary 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. Individual Agreements

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. New or Modified Job Class

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.

Section 4. Definitions

For this contract, the terms “employee,” “personnel,” or “staff members” mean members of this bargaining unit.

ADJUSTMENT COMMITTEE

The Dietary employees through their union organization shall elect an Adjustment Committee of two (2) members. The Clerk of the School Board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee on, new or adjusted job classifications, adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of the Dietary Employee Agreement shall be from July 1, 2022 – June 30, 2024.

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Assignment of dietary personnel shall rest with the Superintendent, Food Service Director, and the School Board.

Section 2. Seniority:

Subd. 1. Definition: Seniority for dietary personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include

the probationary period. If there are ties in seniority, union representation will be invited to observe the breaking of such ties by lot or by flip of a coin.

Subd. 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of all dietary personnel, initial date of employment and seniority rank. Each employee shall receive a copy of the seniority list.

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

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

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.

A. **Replacement of Absent Dietary Personnel:**

When the head district cook or head baker at the Senior High School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When the cook at the Middle School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When an assistant cook is absent from work she/he shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. This section is applicable only during the regular teacher school year as reflected in the school calendar.

Subd. 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to be filled within the dietary category, the school district shall post a notice of open position in all buildings on the designated bulletin boards. The union stewards may request that summer postings be sent to them at designated mail or email address(es). If that request is made prior to or during the summer, the District will mail any summer dietary postings to the union stewards (maximum of two). The union stewards may use school resources to notify other dietary employees of those summer postings. Employees within the dietary department shall be given five (5) working days to apply for said position. The senior qualified applicant, as determined by the school district, given due regard to the reliability, efficiency, ability and qualifications of the individual, shall be transferred to fill the vacancy or newly created position. In the event the vacancy or newly created position is not filled from within the dietary department, the position may be filled from the outside and seniority shall not be a consideration.

Subd. 6. Lay-Offs: In the event of a dietary lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to dietary personnel. Dietary personnel shall be laid off based on their inverse order of seniority. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. In the event of lay-off, dietary personnel who have completed their probationary period, shall, within a period of two (2) years from their last regular working day, be the first dietary person rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd. 7. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior dietary employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

Subd. 8. Transfers: When a dietary employee is transferred to a newly posted position, said employee shall have thirty (30) calendar 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 assignment with no loss of seniority.

Section 3. Probationary Period for Dietary Personnel: The probationary period for dietary personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse.

Qualified dietary personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period as described in this section is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

Section 4. Outside Employment: A full-time dietary employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment accepted.

ARTICLE V BASIC SCHEDULES/RATES OF PAY/DUES DEDUCTION

Section 1. Dietary Personnel: The classifications, wages and salaries of dietary personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 – June 30, 2024.

Section 2. Overtime Pay: Overtime shall be paid at one and one-half (1½) times the regular pay rate for all work in excess of the regular full-time work week of forty (40) hours, except Sundays and holidays.

- Overtime on Sundays and holidays shall be paid at double the regular pay rate.
- Overtime shall be paid at the pay rate of the individual who is working.
- Overtime must be authorized by the superintendent or the food service director.

Section 3. School Closing: In the event school classes are canceled after dietary personnel report to work, said employees who report to work shall have the option of working three (3) hours at regular pay rates. In the event school is closed during the school day, dietary personnel shall be paid for the remainder of their regular work day. Radio announcements over radio station WKLK Cloquet, personal notifications, other media notices, or robocalls, shall be considered notification of school closings.

Section 4. Payday: Effective with the September 2000 payroll, dietary employees will be paid according to School District Policy 423.10 – Pay Day Schedule – Non-licensed Personnel.

Section 5. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's salary and the School Board shall make payment of such deductions to the Treasurer of Local 545.

Section 6. PEOPLE Deductions: 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 7. Pay Equity Orders: Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The School District shall make available to all dietary employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

- A. **Employee/School District Premium Share:** Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.
- B. **Premium Increase:** In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.
- C. **HRA Contributions:** All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):
 - 3-3.9 hours/day = \$300
 - 4-4.9 hours/day = \$400
 - 5-5.9 hours/day = \$500
 - 6 or more hours/day = \$600

Subd. 2. Term Life Insurance: Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee as defined in subdivision five in this article. Employees not qualifying as "eligible employees" but who work at least 20 hours per week will have the option of being provided \$10,000 of life insurance coverage at district expense.

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

- a. All eligible 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. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

Subd. 4. Dental Insurance:

Employees working a minimum of 5 hours per day and 167 days per year will be eligible to participate in the district's dental insurance plan. The district will cover the full premium for employees selecting single coverage and fifty percent (50%) of the premium for employees selecting family coverage under the district's selected dental plan.

Subd. 5. Eligibility: To be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical, term life, long-term disability and dental, the dietary employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year. Dietary personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992: hospitalization, medical and surgical insurance coverage only, shall also be made available to dietary employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For dietary employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for dietary employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1. of this section.

Subd. 6. Duration: Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Article VI, Section 1, Subds. 1 and 2 of this Agreement shall be provided eligible employees, who retire from employment with the school district, provided the employee:

- 1) Has been a full-time employee six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and
- 2) Is fifty-five (55) years of age.

Subd. 1. Costs: The full cost of retirement benefits for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1. Benefits, Subd. 1.

For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age. The application of the premium to be paid by the school district shall be for the employee's coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Section 3. Dietary Severance Pay:

Subd.1. Qualification: Dietary persons who have been employees for at least nine (9) months per year in Independent School District No. 94 for ten (10) years shall, upon separation, receive severance pay according to the following schedule:

- Employees who have at least ten (10) years of experience working at least 25 hours per week shall receive \$90.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 hours or more per week shall receive \$65.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience working at least 25 hours per week shall receive \$90.00 for each day of unused sick leave, not to exceed 120 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 or more hours per week shall receive \$65.00 for each day of unused sick leave, not to exceed 120 days.

Subd.2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for 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 4. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the food service director. All such leaves shall be deducted from sick leave. Employees working less than full time (i.e., eight (8) hours per day or 173 hours per month) shall receive prorated emergency leave. Emergency leave with pay may be used by the employee in case school is closed for inclement weather.

Example: An employee working four (4) hours per day shall receive three (3), four (4) hour emergency leave days per year.

Section 2. Sick Leave: Full-time dietary personnel shall be allowed fifteen (15) days of current sick leave annually for the first five (5) years of employment with the District. Employees initially employed after July 1 shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month (or 173 hours) of continuous employment during the first year but not to exceed fifteen (15) days. After five years of employment with the District, full-time dietary personnel shall be allotted thirteen (13) days of sick leave annually. There will be no limit on the number of sick leave days which may be accumulated from the annual allotment of sick leave days.

Example: Continuing employees will be credited with their allotted days of sick leave on July 1 of each year.

Example: A dietary employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave, which is equivalent of one (1) and one-quarter (1/4) day's times eight (8) months.

Dietary employees working less than full-time shall receive their days of sick leave annually prorated to the number of hours they work.

Example: A first year dietary employee working six (6) hours per day shall receive fifteen (15) sick days or ninety (90) hours per year.

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, adult children, or parent.

Note: The 2013 Legislature amended a sick leave law and will study this amendment's impact in the 2014 legislative session. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

An employer may limit the use of 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, 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.

Section 3. Misuse of Sick Leave: 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 verification for sick leave taken of three consecutive days or more. This verification may be from a physician, medical clinic, or from the District’s school nurse.

Section 4. Accumulated Sick Leave: There shall be no limit as to the number of days of sick leave which an employee may accumulate.

Section 5. Personal Leave: Each dietary employee shall receive three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall not be deducted from sick leave. 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.

If an employee uses two (2) or fewer days 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 the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be four (4).

Section 6. Unpaid Leave: A maximum of ten (10) days of unpaid leaves of absence may be taken by a dietary employee annually with prior approval of the food service manager.

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee’s spouse, 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. The bereavement leave shall not 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; or 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 benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

ARTICLE VIII -- HOLIDAYS

Section 1. Paid Holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Day, Presidents’ Day, Labor Day and Memorial Day shall be granted with pay on a prorated basis. Good Friday shall also be granted with pay on a prorated basis. For example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holidays per year.

ARTICLE IX -- HOURS OF SERVICE

Section 1. Work Week: Forty (40) hours shall constitute a regular work week.

Section 2. Building Hours: The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the food service director. There shall be no split shifts unless mutually agreed upon between the union and the employer.

Section 3. Summer Work: All summer work associated with the dietary department shall be offered to dietary employees on a seniority basis. Summer work will be paid at the rate of the “Cook-Middle School” as outlined in Schedule C, including the employee’s years of service.

Section 4. Banquets: Banquets shall be worked by dietary personnel and offered on a district-wide seniority basis. Employees working the banquets will be paid a rate of \$22.00 per hour or their normal rate. The employee will receive the higher of the two rates.

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: 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.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

ARTICLE XI -- RETIREMENT

Section 1. Health and Physical Disability: The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All dietary employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his/her return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the school board.

- 1. Through an authorized committee or president of an officially recognized employee organization.
- 2. Through line of authority.
- 3. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority. They may bring a union representative with them if they so choose.

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

ARTICLE XV - - DISCIPLINE

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section 1. Probationary Period - Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

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

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering – In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date/time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry into the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

ARTICLE XVI -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

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

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

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

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

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

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

- A. The number of employees equal to the number of persons participating in the Grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL**

2022-2023: 3.00 %

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | \$ 20.83 | \$ 21.25 | \$ 21.65 |
| Baker Head - Senior High | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| Cook - Middle School | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Washington Elementary | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Churchill Elementary | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Garfield Community Center | \$ 18.67 | \$ 19.04 | \$ 19.42 |
| Cook Helpers | \$ 17.18 | \$ 17.53 | \$ 17.88 |
| Truck Driver | \$ 20.61 | \$ 21.02 | \$ 21.44 |

2022-2023: \$1.00 Increase at each step

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | \$ 21.83 | \$ 22.25 | \$ 22.65 |
| Baker Head - Senior High | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| Cook - Middle School | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Washington Elementary | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Churchill Elementary | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Garfield Community Center | \$ 19.67 | \$ 20.04 | \$ 20.42 |
| Cook Helpers | \$ 18.18 | \$ 18.53 | \$ 18.88 |
| Truck Driver | \$ 21.61 | \$ 22.02 | \$ 22.44 |

Progressing Steps

- Year one, on the salary schedules is the first year of employment as a dietary union employee.
- Placement on the salary schedule”
 - Employees move steps after July 1.
 - Employees hired prior to December 31, get credit for the full year for moving steps. Employees hired after December 31, do not get credit for the full year of employment until the end of the following school year.

Longevity

| Years of Service | 2022-2024 Per Month |
|-------------------------|--------------------------------|
| 10 – 14 Years | \$ 50.00 |
| 15 – 19 Years | \$ 70.00 |
| 20+ Years | \$ 100.00 |

SENIORITY LIST -- DIETARY PERSONNEL**10/28/22**

| | EMPLOYEE | SENIORITY STARTING DATE |
|----|---------------------|--------------------------------|
| 1 | Manty, Nancy | September 3, 2002 |
| 2 | Yellin, Veronica | September 4, 2007 |
| 3 | Bassett, Penny | October 20, 2008 |
| 4 | Isaacson, April | March 19, 2012 |
| 5 | Moynan, Rhonda | December 1, 2012 |
| 6 | Wirtanen, Amy | September 1, 2015 |
| 7 | Wuollet, Rachel | September 1, 2015 |
| 8 | Vacek, Karen | September 19, 2016 |
| 9 | Dougherty, Carmen | November 21, 2016 |
| 10 | Peterson, Lindsey | September 6, 2017 |
| 11 | Hills, Melissa | October 9, 2017 |
| 12 | Hartwig, Debra | September 5, 2018 |
| 13 | Cresap, Karla | February 1, 2019 |
| 14 | Frosig, Rondi | September 1, 2019 |
| 15 | Langley, Susan | September 1, 2019 |
| 16 | Ondracek, Thomas | November 16, 2019 |
| 17 | Wagner, Rebecca | December 1, 2019 |
| 18 | Paulson, Lindsey | October 12, 2020 |
| 19 | Cameron, Mary | August 31, 2021 |
| 20 | Goodreau, Melissa | September 28, 2021 |
| 21 | Sherwood, Amber | October 11, 2021 |
| 22 | Rilea, Joshua | January 11, 2022 |
| 23 | Hansmeyer, Quanetta | January 25, 2022 |
| 24 | Koss, Angela | August 30, 2022 |
| 25 | Durbin, Darlene | September 13, 2022 |
| 26 | Munter, Diana | September 14, 2022 |
| 27 | Smith, Stacy | September 27, 2022 |
| 28 | Pivec, Colleen | November 15, 2022 |



DIETARY EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA**

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 – Dietary Staff

School Board Chair

Bargaining Unit – Dietary Staff

School Board Clerk

AFSCME Council No. 65 Representative

Superintendent of Schools

Dated: Board Approved November 289, 202~~0~~

Dated: Board Approved November 289, 202~~0~~



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the dietary employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to food service duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition

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 Dietary 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. Individual Agreements

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. New or Modified Job Class

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.

Section 4. Definitions

For this contract, the terms “employee,” “personnel,” or “staff members” mean members of this bargaining unit.

ADJUSTMENT COMMITTEE

The Dietary employees through their union organization shall elect an Adjustment Committee of two (2) members. The Clerk of the School Board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee on, new or adjusted job classifications, adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of the Dietary Employee Agreement shall be from July 1, 202~~0~~²⁰ – June 30, 202~~2~~⁴².

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Assignment of dietary personnel shall rest with the Superintendent, Food Service Director, and the School Board.

Section 2. Seniority:

Subd. 1. Definition: Seniority for dietary personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include

the probationary period. If there are ties in seniority, union representation will be invited to observe the breaking of such ties by lot or by flip of a coin.

Subd. 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of all dietary personnel, initial date of employment and seniority rank. Each employee shall receive a copy of the seniority list.

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

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

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.

A. Replacement of Absent Dietary Personnel:

When the head district cook or head baker at the Senior High School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When the cook at the Middle School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When an assistant cook is absent from work she/he shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. This section is applicable only during the regular teacher school year as reflected in the school calendar.

Subd. 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to be filled within the dietary category, the school district shall post a notice of open position in all buildings on the designated bulletin boards. The union stewards may request that summer postings be sent to them at designated mail or email address(es). If that request is made prior to or during the summer, the District will mail any summer dietary postings to the union stewards (maximum of two). The union stewards may use school resources to notify other dietary employees of those summer postings. Employees within the dietary department shall be given five (5) working days to apply for said position. The senior qualified applicant, as determined by the school district, given due regard to the reliability, efficiency, ability and qualifications of the individual, shall be transferred to fill the vacancy or newly created position. In the event the vacancy or newly created position is not filled from within the dietary department, the position may be filled from the outside and seniority shall not be a consideration.

Subd. 6. Lay-Offs: In the event of a dietary lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to dietary personnel. Dietary personnel shall be laid off based on their inverse order of seniority. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. In the event of lay-off, dietary personnel who have completed their probationary period, shall, within a period of two (2) years from their last regular working day, be the first dietary person rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd. 7. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior dietary employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

Subd. 8. Transfers: When a dietary employee is transferred to a newly posted position, said employee shall have thirty (30) calendar 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 assignment with no loss of seniority.

Section 3. Probationary Period for Dietary Personnel: The probationary period for dietary personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse.

Qualified dietary personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period as described in this section is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

Section 4. Outside Employment: A full-time dietary employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment accepted.

ARTICLE V BASIC SCHEDULES/RATES OF PAY/DUES DEDUCTION

Section 1. Dietary Personnel: The classifications, wages and salaries of dietary personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~0~~⁹ – June 30, 202~~2~~¹.

Section 2. Overtime Pay: Overtime shall be paid at one and one-half (1½) times the regular pay rate for all work in excess of the regular full-time work week of forty (40) hours, except Sundays and holidays.

- Overtime on Sundays and holidays shall be paid at double the regular pay rate.
- Overtime shall be paid at the pay rate of the individual who is working.
- Overtime must be authorized by the superintendent or the food service director.

Section 3. School Closing: In the event school classes are canceled after dietary personnel report to work, said employees who report to work shall have the option of working three (3) hours at regular pay rates. In the event school is closed during the school day, dietary personnel shall be paid for the remainder of their regular work day. Radio announcements over radio station WKLK Cloquet, personal notifications, other media notices, or robocalls, shall be considered notification of school closings.

Section 4. Payday: Effective with the September 2000 payroll, dietary employees will be paid according to School District Policy 423.10 – Pay Day Schedule – Non-licensed Personnel.

Section 5. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's salary and the School Board shall make payment of such deductions to the Treasurer of Local 545.

Section 6. PEOPLE Deductions: 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 7. Pay Equity Orders: Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The School District shall make available to all dietary employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

- A. Employee/School District Premium Share: Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.
- B. Premium Increase: In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.
- C. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):
 - 3-3.9 hours/day = \$300
 - 4-4.9 hours/day = \$400
 - 5-5.9 hours/day = \$500
 - 6 or more hours/day = \$600

Subd. 2. Term Life Insurance: Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee as defined in subdivision five in this article. Employees not qualifying as "eligible employees" but who work at least 20 hours per week will have the option of being provided \$10,000 of life insurance coverage at district expense.

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

- a. All eligible 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. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

~~**Subd. 4. Dental Insurance:** Effective April 1, 1996, 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. Employees working a minimum of 5 hours per day and 167 days per year will be eligible to participate in the district's dental insurance plan. The district will cover the full premium for employees selecting single coverage under the district selected plan and fifty percent (50%) of the premium for employees selecting family coverage under the district's selected dental plan.~~

Subd. 5. Eligibility: To be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical, term life, long-term disability and dental, the dietary employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year. Dietary personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992: hospitalization, medical and surgical insurance coverage only, shall also be made available to dietary employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For dietary employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for dietary employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1. of this section.

Subd. 6. Duration: Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Article VI, Section 1, Subds. 1 and 2 of this Agreement shall be provided eligible employees, who retire from employment with the school district, provided the employee:

- 1) Has been a full-time employee six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and
- 2) Is fifty-five (55) years of age.

Subd. 1. Costs: The full cost of retirement benefits for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1. Benefits, Subd. 1.

For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age. The application of the premium to be paid by the school district shall be for the employee's coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Section 3. Dietary Severance Pay:

Subd.1. Qualification: ~~Effective July 1, 2017, d~~Dietary persons who have been employees for at least nine (9) months per year in Independent School District No. 94 for ten (10) years ~~and who are at least fifty-five (55) years of age~~ shall, upon ~~retirement~~separation, receive severance pay according to the following schedule:

- Employees who have at least ten (10) years of experience working at least 25 hours per week shall receive \$90.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 hours or more per week shall receive \$65.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience working at least 25 hours per week shall receive ~~\$~~90.00 for each day of unused sick leave, not to exceed 120 days.

- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 or more hours per week shall receive \$~~5~~65.00 for each day of unused sick leave, not to exceed 120 days.

Subd.2. 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 4. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the food service director. All such leaves shall be deducted from sick leave. Employees working less than full time (i.e., eight (8) hours per day or 173 hours per month) shall receive prorated emergency leave. Emergency leave with pay may be used by the employee in case school is closed for inclement weather.

Example: An employee working four (4) hours per day shall receive three (3), four (4) hour emergency leave days per year.

Section 2. Sick Leave: Full-time dietary personnel shall be allowed fifteen (15) days of current sick leave annually for the first five (5) years of employment with the District. Employees initially employed after July 1 shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month (or 173 hours) of continuous employment during the first year but not to exceed fifteen (15) days. After five years of employment with the District, full-time dietary personnel shall be allotted thirteen (13) days of sick leave annually. There will be no limit on the number of sick leave days which may be accumulated from the annual allotment of sick leave days.

Example: Continuing employees will be credited with their allotted days of sick leave on July 1 of each year.

Example: A dietary employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave, which is equivalent of one (1) and one-quarter (1/4) day's times eight (8) months.

Dietary employees working less than full-time shall receive their days of sick leave annually prorated to the number of hours they work.

Example: A first year dietary employee working six (6) hours per day shall receive fifteen (15) sick days or ninety (90) hours per year.

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, adult children, or parent.

Note: The 2013 Legislature amended a sick leave law and will study this amendment's impact in the 2014 legislative session. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

An employer may limit the use of 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, 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.

Section 3. Misuse of Sick Leave: 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 verification for sick leave taken of three consecutive days or more. This verification may be from a physician, medical clinic, or from the District's school nurse.

Section 4. Accumulated Sick Leave: There shall be no limit as to the number of days of sick leave which an employee may accumulate.

Section 5. Personal Leave: Each dietary employee shall receive ~~threetwo~~ (32) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall not be deducted from sick leave. 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.

If an employee uses two (2) or fewer days 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 the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be ~~fourthree~~ (43).

Section 6. Unpaid Leave: A maximum of ten (10) days of unpaid leaves of absence may be taken by a dietary employee annually with prior approval of the food service manager.

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, 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. The bereavement leave shall not 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; or 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 benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

ARTICLE VIII -- HOLIDAYS

Section 1. Paid Holidays: Thanksgiving Day, ~~Christmas Eve~~, Christmas Day, New Year's Day, Presidents' Day, Labor Day and Memorial Day shall be granted with pay on a prorated basis. Good Friday shall also be granted with pay on a prorated basis. For example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holidays per year.

ARTICLE IX -- HOURS OF SERVICE

Section 1. Work Week: Forty (40) hours shall constitute a regular work week.

Section 2. Building Hours: The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the food service director. There shall be no split shifts unless mutually agreed upon between the union and the employer.

Section 3. Summer Work: All summer work associated with the dietary department shall be offered to dietary employees on a seniority basis. Summer work will be paid at the rate of the "Cook-Middle School" as outlined in Schedule C, including the employee's years of service.

Section 4. Banquets: Banquets shall be worked by dietary personnel and offered on a district-wide seniority basis. Employees working the banquets will be paid a ~~flat~~-rate of \$~~22~~18.00 per hour or their normal rate. The employee will receive the higher of the two rates-

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: 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.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

ARTICLE XI -- RETIREMENT

Section 1. Health and Physical Disability: The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All dietary employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his/her return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the school board.

1. Through an authorized committee or president of an officially recognized employee organization.
2. Through line of authority.
3. If employees wish to express a concern about a supervisor, they may speak directly with the following

supervisor in the line of authority. They may bring a union representative with them if they so choose.

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

ARTICLE XV - - DISCIPLINE

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section 1. Probationary Period - Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

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

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering – In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date/time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry into the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

ARTICLE XVI -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

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

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

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

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by

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

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

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

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

- A. The number of employees equal to the number of persons participating in the Grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL**

2020-2021: 2.00%

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | \$19.74 | \$20.14 | \$20.52 |
| Baker Head - Senior High | \$18.55 | \$18.91 | \$19.30 |
| Cook - Middle School | \$18.55 | \$18.91 | \$19.30 |
| - Washington Elementary | \$18.55 | \$18.91 | \$19.30 |
| - Churchill Elementary | \$18.55 | \$18.91 | \$19.30 |
| - Garfield Community Center | \$17.69 | \$18.04 | \$18.40 |
| Cook Helpers | \$16.28 | \$16.61 | \$16.94 |
| Truck Driver | \$19.53 | \$19.92 | \$20.32 |

2022-2023: 3.00 %

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | \$ 20.83 | \$ 21.25 | \$ 21.65 |
| Baker Head - Senior High | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| Cook - Middle School | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Washington Elementary | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Churchill Elementary | \$ 19.57 | \$ 19.95 | \$ 20.37 |
| - Garfield Community Center | \$ 18.67 | \$ 19.04 | \$ 19.42 |
| Cook Helpers | \$ 17.18 | \$ 17.53 | \$ 17.88 |
| Truck Driver | \$ 20.61 | \$ 21.02 | \$ 21.44 |

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL**

2021-2022: Me-Too

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | TBD | TBD | TBD |
| Baker Head - Senior High | TBD | TBD | TBD |
| Cook - Middle School | TBD | TBD | TBD |
| - Washington Elementary | TBD | TBD | TBD |
| - Churchill Elementary | TBD | TBD | TBD |
| - Garfield Community Center | TBD | TBD | TBD |
| Cook Helpers | TBD | TBD | TBD |
| Truck Driver | TBD | TBD | TBD |

2022-2023: \$1.00 Increase at each step

| CLASSIFICATIONS | YEAR 1 | YEAR 3 | YEAR 6 |
|----------------------------------|---------------|---------------|---------------|
| Head District Cook - Senior High | \$ 21.83 | \$ 22.25 | \$ 22.65 |
| Baker Head - Senior High | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| Cook - Middle School | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Washington Elementary | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Churchill Elementary | \$ 20.57 | \$ 20.95 | \$ 21.37 |
| - Garfield Community Center | \$ 19.67 | \$ 20.04 | \$ 20.42 |
| Cook Helpers | \$ 18.18 | \$ 18.53 | \$ 18.88 |
| Truck Driver | \$ 21.61 | \$ 22.02 | \$ 22.44 |

2021 – 2022 Salary Schedule (“Me-Too”)

- ~~The 2021 – 2022 salary schedule shall increase by the same percentage as the increase in the teachers’ union salary schedule for that school year.~~

Progressing Steps

- Year one, on the salary schedules is the first year of employment as a dietary union employee.
- Placement on the salary schedule”
 - Employees move steps after July 1.
 - Employees hired prior to December 31, get credit for the full year for moving steps. Employees hired after December 31, do not get credit for the full year of employment until the end of the following school year.

Longevity

| <u>Years of Service</u> | <u>2022-2024</u> |
|-------------------------|------------------|
| | <u>Per Month</u> |
| <u>10 – 14 Years</u> | <u>\$ 50.00</u> |
| <u>15 – 19 Years</u> | <u>\$ 70.00</u> |
| <u>20+ Years</u> | <u>\$ 100.00</u> |

SENIORITY LIST -- DIETARY PERSONNEL

October 30, 2020

| - | EMPLOYEE | - | SENIORITY STARTING DATE |
|----------|--------------------|----------|--------------------------------|
| 1 | Whelan, Phyllis | - | April 7, 1997 |
| 2 | Manty, Nancy | - | September 3, 2002 |
| 3 | Yellin, Veronica | - | September 4, 2007 |
| 4 | Bassett, Penny | - | October 20, 2008 |
| 5 | Isaacson, April | - | March 19, 2012 |
| 6 | Moynan, Rhonda | - | December 1, 2012 |
| 7 | Wirtanen, Amy | - | September 1, 2015 |
| 8 | Baker, Patsy | - | September 1, 2015 |
| 9 | Werhan, Kim | - | September 1, 2015 |
| 10 | Wuollet, Rachel | - | September 1, 2015 |
| 11 | Woodward, Diane | - | October 27, 2015 |
| 12 | Speyerer, Heike | - | October 27, 2015 |
| 13 | Martin, Christy | - | February 23, 2016 |
| 14 | Vacek, Karen | - | September 19, 2016 |
| 15 | Schneberger, Becky | - | October 3, 2016 |
| 16 | Dougherty, Carmen | - | November 21, 2016 |
| 17 | Peterson, Lindsey | - | September 6, 2017 |
| 18 | Hills, Melissa | - | October 9, 2017 |
| 19 | Black, Jean | - | September 5, 2018 |
| 20 | Hartwig, Debra | - | September 5, 2018 |
| 21 | Cresap, Karla | - | February 1, 2019 |
| 22 | Frosig, Rhondi | - | September 1, 2019 |
| 23 | Langley, Susan | - | September 1, 2019 |
| 24 | Witte, Lonna | - | October 1, 2019 |
| 25 | Ondracek, Thomas | - | November 16, 2019 |
| 26 | Wagner, Rebecca | - | December 1, 2019 |
| 27 | Paulson, Lindsey | - | October 12, 2020 |

SENIORITY LIST -- DIETARY PERSONNEL

10/28/22

| - | EMPLOYEE | - | SENIORITY STARTING DATE |
|----------|-----------------|----------|--------------------------------|
|----------|-----------------|----------|--------------------------------|

| | | |
|-----------|----------------------------|---------------------------|
| <u>1</u> | <u>Manty, Nancy</u> | <u>September 3, 2002</u> |
| <u>2</u> | <u>Yellin, Veronica</u> | <u>September 4, 2007</u> |
| <u>3</u> | <u>Bassett, Penny</u> | <u>October 20, 2008</u> |
| <u>4</u> | <u>Isaacson, April</u> | <u>March 19, 2012</u> |
| <u>5</u> | <u>Moynan, Rhonda</u> | <u>December 1, 2012</u> |
| <u>6</u> | <u>Wirtanen, Amy</u> | <u>September 1, 2015</u> |
| <u>7</u> | <u>Wuollet, Rachel</u> | <u>September 1, 2015</u> |
| <u>8</u> | <u>Vacek, Karen</u> | <u>September 19, 2016</u> |
| <u>9</u> | <u>Dougherty, Carmen</u> | <u>November 21, 2016</u> |
| <u>10</u> | <u>Peterson, Lindsey</u> | <u>September 6, 2017</u> |
| <u>11</u> | <u>Hills, Melissa</u> | <u>October 9, 2017</u> |
| <u>12</u> | <u>Hartwig, Debra</u> | <u>September 5, 2018</u> |
| <u>13</u> | <u>Cresap, Karla</u> | <u>February 1, 2019</u> |
| <u>14</u> | <u>Frosig, Rondi</u> | <u>September 1, 2019</u> |
| <u>15</u> | <u>Langley, Susan</u> | <u>September 1, 2019</u> |
| <u>16</u> | <u>Ondracek, Thomas</u> | <u>November 16, 2019</u> |
| <u>17</u> | <u>Wagner, Rebecca</u> | <u>December 1, 2019</u> |
| <u>18</u> | <u>Paulson, Lindsey</u> | <u>October 12, 2020</u> |
| <u>19</u> | <u>Cameron, Mary</u> | <u>August 31, 2021</u> |
| <u>20</u> | <u>Goodreau, Melissa</u> | <u>September 28, 2021</u> |
| <u>21</u> | <u>Sherwood, Amber</u> | <u>October 11, 2021</u> |
| <u>22</u> | <u>Rilea, Joshua</u> | <u>January 11, 2022</u> |
| <u>23</u> | <u>Hansmeyer, Quanetta</u> | <u>January 25, 2022</u> |
| <u>24</u> | <u>Koss, Angela</u> | <u>August 30, 2022</u> |
| <u>25</u> | <u>Durbin, Darlene</u> | <u>September 13, 2022</u> |
| <u>26</u> | <u>Munter, Diana</u> | <u>September 14, 2022</u> |
| <u>27</u> | <u>Smith, Stacy</u> | <u>September 27, 2022</u> |
| <u>28</u> | <u>Pivec, Colleen</u> | <u>November 15, 2022</u> |

Review of Extracurricular Postions - Schedule C

I. Request for Review is being made by:

Name: Cassi Abrahamson Job Title: 2nd Grade Teacher

II. Title of Position:

Yearbook Advisor

III. Check One:

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

IV. Rationale for Action Being Requested:

Attach an explanation if more room is needed.

I am requesting this addition to schedule C for the following reasons: a lot of my prep throughout the year are used for yearbook and a lot of my own time outside contracted hours are also put towards the yearbook.

V. Action Taken:

- 1. Principal
 Request Approved Request Denied
Principal Signature [Signature] Date: 10-18-22
- 2. Superintendent
 Request Approved Request Denied
Superintendent Signature [Signature] Date: 11/15/22
- 3. School Board
 Request Preliminarily Approved Request Denied
Board Chair Siganture _____ Date: _____
- 4. Schedule C Committe
 Request Approved Request Denied
Committe C Chair _____ Date: _____

VI. Final School Board Action (if needed):

Request Approved Request Denied
Board Chair Siganture _____ Date: _____

Review of Extracurricular Postions - Schedule C

I. Request for Review is being made by:

Name: Zoe Bystrom Job Title: Title One

II. Title of Position:

Student Advisory Team Advisor

III. Check One:

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

IV. Rationale for Action Being Requested:

Attach an explanation if more room is needed.

As a SAT advisor I spend a lot of time outside of contracted hours planing and participating in various activities. Such as; bell ringing, trash pick-up, conferences, etc.

V. Action Taken:

1. Principal

Request Approved Request Denied

Principal Signature [Signature] Date: _____

2. Superintendent

Request Approved Request Denied

Superintendent Signature [Signature] Date: 11/15/22

3. School Board

Request Preliminarily Approved Request Denied

Board Chair Siganture _____ Date: _____

4. Schedule C Committe

Request Approved Request Denied

Committe C Chair _____ Date: _____

VI. Final School Board Action (if needed):

Request Approved Request Denied

Board Chair Siganture _____ Date: _____

Adopted: 3/9/20, 2/24/20, 4/22/19, 2,14/11, 2/9/98

Revised: 3/9/20, 2/24/20, 4/22/19, 2/14/11, 2/9/98

534 UNPAID MEAL CHARGES

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and those school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A. Students have use of a meal account. When the balance reaches zero, ~~a student may charge no more than two (2) meals to this account. When an account reaches this limit,~~ a student shall not be allowed to charge a la carte items until the negative account balance is paid. Payments may be made using electronic payment option, cash or check. Payments will be accepted during meal service or may be dropped off at school office identifying student account.
- B. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student with an outstanding meal charge debt will be allowed to purchase a meal. ~~if the student pays for the meal when it is received.~~
- ~~C. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals.~~
- D. When a student has a negative account balance, the student will not be allowed to charge a la carte items.
- E. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may be transferred between sibling accounts with permission from the parent or guardian.
- F. Families may apply for free/reduced meals anytime during the school year. Applications are given to all families in the school district prior to the school year. In addition, applications are available at all school offices and in the kitchens during meal services.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero. The method for notifying the parent or guardian of children in grades K-12 will be to send a letter home with the student in the elementary schools and a verbal reminder given to a middle school or high school student.
- B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.
- C. A meal will not be taken away from a student with an overdrawn account.
- D. If this situation continues, Food and Nutrition staff may report it to the school counselor to determine what assistance is needed.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$10.00 not paid prior to the student's last day of attending classes may be turned over for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing by mail to:
 - 1. All households at or before the start of each school year.
 - 2. Students and families who transfer into the school district, at the time of enrollment.
 - 3. All school district personnel who are responsible for enforcing this policy.
- B. This policy shall also be posted on the district's website at www.isd94.org.