



Cloquet Public Schools

Regular Meeting

Monday, October 23, 2023 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

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- 1. Immunization Exclusion
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- 3. MCCU Stadium Update

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- 1. Wednesday, October 25, 2023 - Equity Committee Meeting - 4 p.m. - Washington Elem.
- 2. Thursday, October 26, 2023 - District Health, Safety and Crisis Team Committee Meeting - 4 p.m. - Garfield Boardroom (New date)
- 3. Monday, November 6, 2023 - Curriculum Committee - 4 p.m. - Garfield Boardroom
- 4. November 6-10 - National School Psychologist Week
- 5. Thursday, November 9, 2023 - National Community Education Day
- 6. Monday, November 13 and 27, 2023 - Regular School Board Meeting
5:30 p.m. Working Session
6:00 p.m. Regular Meeting
- 7. Tuesday, November 14, 2023 - DAC Meeting - 4 p.m. - Garfield Boardroom
- 8. Tuesday, November 21, 2023 - Community Ed Advisory Committee Meeting - 5:30 p.m. - CE Conference Room
- 9. Wednesday, December 6, 2023 - CHS/Upper Lakes Foods Community Partnership Open House - 5 p.m. - Cloquet High School
- 10. Monday, December 11, 2023 - Regular School Board Meeting
5:15 p.m. Madrigals Special Performance
5:30 p.m. Working Session
6:00 p.m. Truth in Taxation Meeting
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XIV. 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.



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2. Hand Checks, October 12, 2023
3. Hand Checks, October 19, 2023

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2. *Permission to Post*

- a. Homebound Teacher at Cloquet Middle School
- b. EDHS Paraprofessional for 2023-2024 at CAAEP
- c. 6.5 hrs./day Long Term Substitute Paraprofessional at Washington Elementary
- d. 4 hrs./day ECSE Paraprofessional (FDL Headstart)
- e. 4 hrs./day ECSE Paraprofessional (Li'l Lumberjacks)

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October 9, 2023

Board Chair N. Sandman called the working session to order at 5:30 p.m.

Topics discussed:

Dr. Cary reviewed the agenda, gave an update on negotiations, and reviewed special music events on December 11, 2023. He thanked the elementary art teachers and their students for the new artwork in the boardroom and hallway at the Garfield building. Cara Jago, German Teacher, presented the proposed GAPP trip in 2025 and answered questions from the board members. Dr. Cary reviewed the proposed changes to the MCCU sponsorship agreement, enrollment updates including the recommendation to close open enrollment for select grades. B. Wilton, Building and Ground Director, gave an update on the new outdoor sports complex and answered questions from the board. The new CDL simulator at the high school was discussed. There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:13 p.m.

October 9, 2023

The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on October 9, 2023, was called to order by Board Chair N. Sandman at 6:16 p.m.

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

- Nathan Sandman, Board Chair
- Melissa Juntunen, Board Clerk
- David Battaglia, Board Treasurer
- Sarah Buhs
- Gary Huard
- Ken Scarbrough

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- Brock Wilton, Director of Building and Grounds
- Bill Bauer, Technology Support Specialist
- Ashley Lennartson, EMC Representative
- Jana Peterson, Pine Knot Newspaper Representative

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

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve the October 9, 2023, board agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by S. Buhs to approve the September 25, 2023, school board meeting minutes, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- Building and Department Reports were reviewed.
- No Public Comment was given.

CONSIDER APPROVAL OF CLAIMS AND WIRES

RESOLVED G. Huard to approve Claims, September 26, 2023 and October 4, 2023; Hand Checks, September 25 and 29, 2023, and October 5, 2023, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by M. Juntunen to approve the Consent Items, as presented.
 1. **Resignations:**
 - a. Shari Steffes, 30 hrs./week ECSE Paraprofessional, effective October 6, 2023
 - b. Tom Ondracek, Food Service Worker at Cloquet Middle School, effective October 17, 2023 (remain as sub)
 - c. Natalie Hoffman, ECFE Wrap Around Care Assistant, effective October 20, 2023

2. Recommendations of Employment:

	NAME	POSITION/LOCATION	SALARY**	START DATE
a.	Conner Barney	6.75 hrs./day 1:1 Paraprofessional at NLA	Step 1	10/10/23
b.	Sandy Raisanen	3 hrs./week ECFE Long Term Substitute Teacher	\$29.30/hr. *	9/19/23
c.	Shelly Markfort	Homebased Teacher for 2 Students – 6 hrs./ea/wk	\$32.66/hr. *	ASAP
d.	Lance Horvat	Homebound Teacher – 6 hrs./wk.	\$32.66/hr. *	ASAP
e.	Katie Danielson	Homebound Teacher – 6 hrs./wk.	\$32.66/hr. *	ASAP

* Rate based on the 2021-2023 EM-C contract and will be updated with new EM-C Contact

3. Extra Services Contracts

- | | | | |
|----|---|-----------------------|---------|
| a. | Anthony Venditto | Set Construction Lead | \$1,000 |
| b. | Winter Extra Service Contracts | | |
| c. | Winter Activity Funds Extra Service Contracts | | |
| d. | Makoons Club Staff | | |

4. Permission to Post

- a. 6.5 hrs./day Special Education Paraprofessional at Cloquet High School
- b. 3.5 hrs./day Food Service Worker at Cloquet Middle School
- c. ECFE/SR/Wrap Around Care Classroom Assistant
- G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SCHOOL BOARD COMMITTEE REPORTS

- Student enrollment report from October 4, 2023 was reviewed

NEW BUSINESS

- RESOLVED by M. Juntunen to approve the out of country 2025 GAPP trip to Germany, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by S. Buhs to approve snow plowing contracts with the contingency that RnR Yardworks and Northern Natural Landscaping renew their LLC with the state before snowplowing for us this year, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the amendment to the start date on the sponsorship and naming rights agreement with MCCU, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the resolution supporting the application to the MN State High School League Foundation, as presented. S. Buhs seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve closing open enrollment for grades 1, 4, 7 and 9, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by S. Buhs to approve the resolution to accept grant donations from CEF, as presented. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT'S REPORT

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

FOR YOUR INFORMATION

- Internal Transfer 6.5 hrs/day Paraprofessional from Cloquet High School to Cloquet Middle School (Nicolas Smoczynski)
- Thank you to the elementary art teachers, Amanda Dahl-Sales and Rachel Holte-Christenson and their elementary art students for the new artwork in the boardroom and in 2nd floor hallway at Garfield
- Cloquet Students Win Big at National and International Science Competitions

- 2023 Homecoming Court
Girls: Quinn Danielson, Homecoming Queen Madysen Waters, Grace Swanson, Erin Loeb, Ella Chartier, Kiley Issendorf, Carly Johnson, Mary Kayser, Autumn Peterson, Ava Carlson
Boys: Elijah Aultman, Homecoming King Saige Morgan, Edward Stone, Warren Hietala, Carter Horvat, Drew Angell, Emmet Prosen, Seth Rothamel, Joe Bailey, Evan Etter
- Washington Elementary October Newsletter

UPCOMING MEETINGS/EVENTS

- Tuesday, October 10, 2023 - DAC Meeting - 4 p.m. - Garfield Boardroom
- Tuesday, October 17, 2023 - District Health, Safety, and Crisis Team Meeting, 4 p.m. - Garfield Boardroom
- Tuesday, October 17, 2023 - Community Ed Advisory Committee Meeting - 5:30 p.m. - CE Conference Room
- Monday, October 23, 2023 - Regular School Board Meeting, 5:30 p.m. Working Session/6:00 p.m. Regular Mtg.
- Wednesday, October 25, 2023 - Equity Committee Meeting - 4 p.m. - Washington Elem.

ADJOURNMENT

There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:23 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board



SUBSCRIBERS ONLY NEWS LOCAL

Cloquet High School drives students to learn with CDL class

Upper Lakes Foods partnered with the high school to offer the class to seniors. A total of 20 students are enrolled and will have the opportunity to earn their CDL permits.



Cloquet senior Chris Stoltzfus goes through a checklist in the cab of a Upper Lakes Foods truck during the CDL class at Cloquet High School on Friday, Oct. 6. Jed Carlson / Superior Telegram



By **Jess Waldbillig**

Today at 5:00 PM



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News reporting

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CLOQUET — A web of collaboration between Cloquet High School and Upper Lakes Foods in Cloquet has made possible a Certified Drivers License class for CHS students.

The year-long class is only available to seniors, and 20 students enrolled out of a class of about 200, said CHS assistant principal Tim Prosen. If students pass their tests, they will graduate high school with a CDL permit, and they will be ready to take the final CDL test, according to Tyler Lackas of Upper Lakes Foods and CHS industrial arts teacher Bret Gunderson.

Luke Olin, director of transportation at Upper Lakes Foods, said the idea of offering a CDL class at the high school came from Next Generation Trucking, a company that promotes CDL career opportunities to high school students across the country.



Cloquet High School teacher Bret Gunderson talks to his CDL class before going outside to check over a truck from Upper Lakes Foods on Friday, Oct. 6. Jed Carlson / Superior Telegram

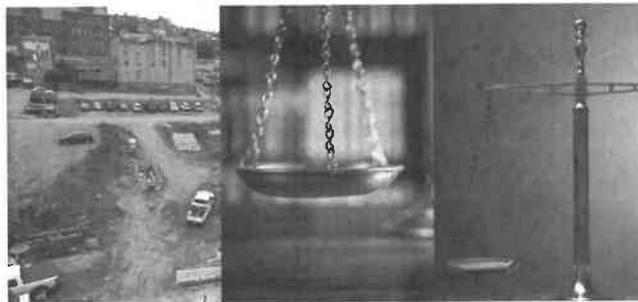
Cloquet is one of “maybe only a couple in the state, and certainly a few dozen in the country” to offer a CDL class in a high school, he said.

Upper Lakes Foods is sponsoring the class by providing funds to pay for curriculum and by providing trucks for students to get familiar with. They also trained Gunderson, who now has his CDL and is able to pass everything he learned onto the students.

“We couldn’t do this without (Upper Lakes Foods),” said Prosen, who has also played an integral part in developing and co-teaching the class.

Prosen has a history in the trucking industry. He got his CDL while he was in college, paid for his tuition by trucking and also has family members who have careers as truckers.

READ MORE LOCAL NEWS



Lackas, who serves as operations manager for Upper Lakes Foods, described the benefits of offering the class as “two-fold.”

“The industry is short of CDL drivers, so, we ultimately want to expose students of course right in our community ... to opportunities with CDLs, and naturally we hope that they and their families will also get some visibility into Upper Lakes and what we can provide with career opportunities,” Lackas said.

A typical CDL class takes about five weeks and costs \$5,000-\$7,000 — CHS students get the opportunity to take it for free, something senior Chris Stoltzfus is excited about.



Cloquet seniors Gabe Erickson, left, and Chris Stoltzfus check the fluids of an Upper Lakes Foods truck as they go through a checklist during the CDL class. Jed Carlson / Superior Telegram

“Having the class in high school is a super big highlight because if it wasn’t in school ... I’d have to pay quite a bit of money to go to CDL school, and that would take time after high school,” he said.

Olin added that even when a driver has their CDL, their opportunities are limited within state lines if they are not over 21, thus Upper Lakes Foods could be a viable option for an 18-year-old with a CDL who just graduated high school.

Stoltzfus said working for Upper Lakes Foods after graduation is a potential option for him.

“I’m really excited about (the class), especially partnering with Upper Lakes Foods. It’s really cool, it kinda gives me a foot into their company if I’d want to go and be employed there, so that’s really exciting,” he said.

Gunderson also said that even if students don’t want to pursue a career in the trucking industry, having a CDL is a valuable addition to a resume for any trade.



Luke Olin, left, the director of transportation at Upper Lakes Foods, looks up at the cab of the truck while students in the CDL class go through a checklist. Jed Carlson / Superior Telegram

The class utilizes J.J. Keller curriculum, which goes through “everything you could want to know about the tractor and the trailer, as well as everything on the road,” said Gunderson.

10

For each chapter of the curriculum textbook, Gunderson said students are required to pass a test by at least 80% on whatever the

topic was such as basic control, backing and docking, and shifting and operating transmissions, to name a few.

Students will eventually be able to drive the trucks provided by Upper Lakes Foods either on school grounds or on Upper Lakes Foods' property to get more hands-on experience with the trucks and to prepare for the final CDL test.

"It's just a super great program and I'm grateful to Mr. Prosen and Mr. Gunderson for teaching me and the other kids in the class," said Stoltzfus.



Students from Cloquet High School go over a checklist as they inspect a truck from Upper Lakes Foods on Friday, Oct. 6. Jed Carlson / Superior Telegram

MORE BY JESS WALDBILLIG:



(<https://www.duluthnewtribune.com/news/local/sunnyside-health-care-center-in-cloquet-to-close>)

Sunnyside Health Care Center in Cloquet to close(<https://www.duluthnewtribune.com/news/local/sunnyside-health-care-center-in-cloquet-to-close>)



LUMBERJACKS



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MEMBERS		





Department Reports

Churchill Elementary:

Author Elizabeth Peacock visited Churchill for Indigenous People's Day. She read stories to all Churchill students in our media center the morning of. Churchill hosted a drum celebration in the afternoon and students sampled rice, berries, and maple syrup. It was a fun day. 4th grade students held the first music program for our school and families on Wednesday, October 19th. Churchill hosted an Equity in Education workshop for our paraprofessionals on Wednesday, October 12th. The workshop was led by Wendy Waha. First graders visited Jay Cooke State Park Friday, October 13th. During Wednesday's PLC meetings, teachers are focusing on the implementation of the new reading series. A big thank you to our local fire and police departments for their help during school safety week! Churchill celebrates Unity Day on October 19th as well as the starting of the afterschool Makoons Club.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

Events & Happenings at Washington:

- Power Lunch orientations are done, and Power Lunch began this week. We are grateful for Steph Pederson organizing this amazing opportunity for our 1st and 2nd graders, and for all of the adults in the community who donate their time to be readers and mentors!
- We had our annual evacuation drill to Our Savior's last week. It went great!!
- It's "Spirit Week" this week: Monday was "Acts of Kindness Day", Tuesday was "Pajamas, stuffies, and bring a blanket day" selected by our first graders who earned the most purple pride slips in September, and Wednesday was "Unity Day" where we all wore orange to take a stand against bullying.
- Conference sign-up links are live on our website, and we are looking forward to meeting with our students and their families in just a couple weeks.
- Wilderness Hockey classroom readers will begin soon.
- VFW Art/Drawing contest and card decorating for Veterans (both locally and Silver Bay Veterans Home) wrapped up on Monday. Cards have been forwarded along to be shared with area Vets!

Coming Up Soon:

- 911 presentation for 1st graders will be taking place on October 23rd.
- 4th grade field trips to Hartley Nature Center take place on the 23rd and 30th.
- Fall Ball will be on Friday, October 27th from 6-8pm. It is a fun event for our families, and we try to price it reasonably to make sure every child and family can afford to come if they would like to join us! There will be games, treats, a dance, and even a costume parade!
- Vision screening for students in grades 1-4 will take place on October 31st.

Finally, I also want to share an important acknowledgement of the incredibly hard work staff have been doing this fall. As I'm sure the board already knows, we are implementing a new reading curriculum in grades K-5. This is an incredible undertaking and has required many hours of training, planning, implementing, assessing, and then repeating the cycle for each new unit. This has been A TON OF WORK. On top of that, we have 19 teachers at Washington who have volunteered to also complete LETRS training (about half are in their second year, and half are in their first year of the two-year training.) LETRS stands for Language Essentials for Teachers of Reading and Spelling, and it is intense professional development based on the science of reading. The combination of these two things is intense, and yet our teachers are doing the work and doing it well!! If the opportunity presents itself, please let our elementary teachers know how much you appreciate the time and energy they are investing in honing in their skills while also tackling a new curriculum! Based on the new Read Act legislation, intensive training (with LETRS being one of the training options) will be required of most teachers down the road. Cloquet is absolutely ahead of the curve and we're lucky to have amazing teachers eager to learn and improve their teaching!

Cloquet Middle School:

CMS Conference October 9 and 11:

Our recent family conferences for 5th, 6th, and 5-8 grades were tremendously successful. Seeing the students proudly showcasing their work to their families and explaining various aspects of our school was excellent. The open house format allowed for insightful conversations in the hallways as families learned more about day-to-day operations and engaged with teachers.

Student Council Appreciation Dinner:

The Student Council group hosted a special dinner for our dedicated teachers and staff who worked tirelessly during the all-grades conference night on October 11. Our staff warmly received this gesture, especially after a long day. Alongside the meal, our students presented handmade cards expressing their gratitude for the unwavering support and positive energy our teachers and staff provide to ensure every student's success at CMS. We extend our heartfelt thanks to Jamie Jazdzewski and Vicky Green for their efforts in coordinating this event.

Indigenous People Day Celebration:

CMS celebrated Indigenous People Day on October 9, filled with learning, reflection, and cultural enrichment. The day's activities included smudging, Ojibwe Bingo, indigenous food sampling featuring wild rice, berries, and syrup, a memorable drum ceremony, and round dancing in the gym.

- Ojibwe Bingo sessions were held at the end of each period from 1 to 4.
- A smudging ceremony took place outside on the blacktop from 8:00 to 8:25.
- Food samples were distributed, and a food sovereignty lesson was presented to CMS students.
- Round dances were organized, with the 5th and 6th-grade dance from 1:40 to 2:30 and the 7th and 8th-grade dance from 2:40 to 3:25.

Message from Staff Member:

Jen Misquadace, a valued member of our school community, expressed her heartfelt appreciation for the event in a message to staff. She acknowledged the hard work and dedication of Arianna and Tara in planning the Indigenous Day Celebration. She also thanked Miss Jazdzewski for her assistance with the BINGO game and Mr. Proulx for coordinating the drummers. Jen highlighted the event's significance, sharing how students discussed cultural practices, indigenous cuisine, and the importance of preserving indigenous languages. She significantly cherished the sight of students from diverse backgrounds learning Ojibwe words and participating in the end-of-day drum group.

The celebration was an educational and cultural success, enriching the lives of our students and fostering a sense of unity and appreciation for indigenous cultures.

Submitted by Thomas Brenner, Cloquet Middle School Principal

Cloquet High School:

- Big news- We were able to play a few games in the new Members Cooperative Credit Union Sports Complex! Both boys and girls soccer hosted 7AA section title games on Tuesday, October 17th and both teams won and advanced to state! Football will also play their first game on the new turf on Wednesday, October 18th!



- Fall sports are winding down. Boys Cross Country just claimed the Lake Superior Conference team champion title. Both boys and girls soccer also won the Lake Superior Conference. Girls tennis finished their season. Girls swimming is still competing. Football, last regular season game is on Wednesday on our new field with playoffs to follow. Girls volleyball played their last regular season game on Tuesday, October 17th and won and are the Lake Superior Conference champions!
- We had a really nice story on our CDL program in school here that was featured in both the Pine Journal and Duluth News Tribune. I attached a PDF of it.
- The Minnesota State Patrol came and visited our CDL class on Monday, October 16th about Commercial Vehicle Inspections and showed us all the tools of their trade and how they work in the industry.
- We had our required every other year evacuation drill to St. Paul's across 18th street on Wednesday, October 11th.
- On Wednesday, the 11th we had conferences at CHS, we had our best attendance we have seen in a while for this. Our counselors help facilitate presentations on scholarships and FSFA to our current senior families. The media center was full.
- We are currently planning a collaborative effort for our next conference date on December 6th here at CHS with Upper Lakes Foods. ULF plans on voluntary feeding all conference attendees and we will have an open house to inform attendees and guests on our CDL collaboration between CHS and ULF.
- ASVAB test is coming up. Scheduled for 16th of Nov.
- Fall play is around the corner. This year we are doing "Little Shop of Horrors". Performances start on Friday Nov. 17 through 19th.



Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

CAAEP students are working diligently to get their school work in and stay caught up for quarter one. The voting for student council has taken place : Sr. Chloe Lalum ~ President and Wyatt Warzecha. ~ vice president. The student council currently met to plan for spirit week and Halloween activities. The student RP ambassadors are working hard in planning our RP day in November. They put together a list of potential activities and sent out a survey for students to select the top 5 activities for the day. Mr. Syck is, once again, hosting MEA academy on Thursday, October 19, Friday, October 20 and Saturday, October 21 from 8 am ~ 4 pm in the Garfield building board room. 4 more CAAEP staff were trained in circle training on Tuesday, October 17 and Wednesday, October 18th at the Cloquet Middle School Media Center with Laraine Michelson and Candi Adamczyk. This training provides in depth learning and practice on how to implement effective Restorative Practice Circles for students and adults.

Submitted by Connie Hyde, CAAEP Principal

Community Education

Age-to-Age

Power Lunch is celebrating its 25th anniversary this year! Over 50 volunteers read with children at Washington and Churchill once a week from October - March. The program received an additional \$3000 this year from the federal grant distributed by the Northland Foundation. The additional monies will be used to purchase more books as well as fund the lunches for the volunteers.

National Community Education Day

2023 National Community Education Day will be celebrated on Thursday, November 9. Last year, over 9500 people ages 6 weeks to 88 years participated in our classes and/or events.

Submitted by Erin Bates, Community Education Director

Business Department:

Candace Nelis, Business Manager, will be attending in person

American Indian Education Department:

Greetings School Board Members,

CHS AIE Program students attended the Native American College Fair at the Minnesota History Center on Monday Oct. 16th. The group was able to meet with colleges, universities and training programs in the Twin Cities. The theme this year is Language & Culture. Pictured is our Juniors and Seniors.



Huge SHOUT OUT to the CMS/CHS Drum Boys for performing at the Fond du Lac Ojibwe School “Pokey Paro” powwow, at each of our school sites for Indigenous Peoples Day celebrations and for their upcoming drum invitation to Pike Lake Elementary for a mini-powwow. They are showing leadership, strength and courage. We are very lucky to have them supported by Mr. Tom Proulx and Mr. Julian Kitto.

Cloquet Schools AIE will be present at the 54th Annual National Indian Education Association Convention in Albuquerque Oct. 18-21st. NIEA is promoting Education Sovereignty “It Begins with Us”. Although we will not be bringing students to this conference, in attendance with be JOM and LIEC parent committee representation. It is important to be able to access national data, presentations and network with other school districts to develop intentional strategies to improve programing, communication and systems.

The next JOM & LIEC meeting will be Wednesday October 24th with JOM beginning at 5:30pm and LIEC at 6:00pm. Location is at Garfield School in the Board Room with a Microsoft Teams link for remote access.

Submitted by Teresa Angell, American Indian Education

Building and Grounds

Brock Wilton, Building and Grounds Director, will be attending in person

Technology

Things have been relatively uneventful in terms of major developments since the last board meeting, I'm proud to highlight the consistent efforts of our dedicated team in maintaining the stability and reliability of our technology services.

Over the last 2 weeks, we've worked in collaboration with Daktronics, embarking on a significant project to set up the new football field scoreboard. This endeavor involved the establishment of the necessary network infrastructure specifically tailored for the scoreboard's operations, as well as providing increased bandwidth and network capabilities to the press box. In addition to configuring a dedicated server and workstation to support Daktronics' equipment, our partnership has enhanced the overall experience for our community and passionate fans.

While we haven't experienced significant changes since the last board meeting, we are constantly looking ahead. In light of recent events, such as the ransomware attack on Kwik Trip, which occurred on October 13th, 2023 and crippled their operations for over a week, we are reminded of the perpetual importance of maintaining a robust cybersecurity framework. This incident serves as a poignant illustration that cyber threats can impact organizations of all sizes. It underscores the ongoing need to strengthen our security posture and safeguard the

integrity of our systems and data as we navigate the path forward. Our steadfast commitment to cybersecurity remains unwavering as we proactively work to fortify our digital defenses.

I'd like to take a moment to express my deep appreciation for the hard work and commitment of our technology team. It's their tireless dedication that allows us to provide essential technological support to our students, teachers, and staff. They've remained steadfast in our commitment to respond promptly to technology-related issues. By providing reliable solutions and support, our team has ensured that the learning environment remains as uninterrupted as possible. I'm honored to lead a team of dedicated professionals in the Cloquet Public School District Technology Department. We remain humble in our pursuit of providing the best possible support to our school community. I'd like to extend my gratitude to the entire team for their diligent work and commitment.

Thank you for your continued support, and we look forward to serving the district's technology needs throughout the school year.

Submitted by T.J. Smith, Technology Director

Roof Capacity Review Report

Date: October 17, 2023

Project: Cloquet Middle School Gym Roof Capacity Review

Recipient: John Hageman, Wolf Track Energy

Address: 6323 Pioneer Junction Road- Duluth, MN. 55804

NCE Job #: 23-551

Regarding: Placement of Solar PV System

Dear John:

This report is regarding our structural review of the existing Cloquet Middle School gymnasium roof structure located in Cloquet, Minnesota. Our review is based upon existing architectural and structural drawings that you provided to NCE.

The solar array panels weigh approximately 3.4 to 3.6 pounds per square foot (psf) and will be installed so that the added dead load is distributed evenly to the existing roof framing. The panels will be a low profile and follow the slope of the roof so as not to add any additional drifting or sliding snow. Panels are planned in (4) array locations on this roof area.

Roof Structure: The existing gymnasium roof framing system consists of 60" deep open-web steel bar joists spaced at approximately 5'-0" on center and spanning approximately 98'-0" between masonry bearing walls. The roof system consists of a fully adhered EPDM rubber roof membrane over insulation and steel roof decking.

Analysis: The existing roof framing system is capable of supporting the new solar PV panel arrays in the locations provided on your drawings. The allowable snow load capacity of the existing roof framing system is 46 pounds per square foot (psf) with the new solar panels located on this roof area, which equals the 46 psf minimum snow load requirement based on the current Minnesota State Building Code.

Professional Opinion/Recommendation: The panels connected to each existing rafter placed in evenly spaced rows will not increase the dead load to the structure by more than 3.6 PSF. Therefore, based on our calculations and the assumption that the solar panels will be installed properly per Wolf Track Energy drawings, it is our professional opinion that the existing roof joists will support this added load from the solar panels without compromising the structural integrity of the system. Notify the engineer of any conditions that do not match the above analysis.

Thank you for requesting our structural services. Please contact us with any questions regarding this letter report.

Respectfully,



Mark R. Udd, PE
Principal Partner

Professional Certification:

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Mark R. Udd, P.E.
MN Reg. No. 40443

10/17/2023

Date

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$308,004.27
02	Food Services	\$15,179.98
03	Transportation	\$1,204.37
04	Community Services	\$11,765.29
05	Capital Expenditure	\$6,496.59
06	Building Construction	\$128,680.53
12	Activities	\$22,246.08
45	OPEB Irrevocable Trust	\$56.38
Report Total		\$493,633.49

Cloquet Public Schools Check Register by Bank and Check

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		101642	21768	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	10/24/2023	48.75
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		101734	21770	Check	1	7573		AIRE SERV HEATING & AIR CONDITI	Yes	No	No	USD	10/24/2023	12,888.18
		101725	21771	Check	1	6516		ANDERSON, HEIDI	Yes	No	No	USD	10/24/2023	209.31
		101644	21772	Check	1	02766		ARCC	Yes	No	No	USD	10/24/2023	115.00
		101648	21773	Check	1	1006		ARROWHEAD SPRINGS	Yes	No	No	USD	10/24/2023	249.50
		101671	21774	Check	1	10935		ARROWHEAD WATER	Yes	No	No	USD	10/24/2023	95.70
		101782	21775	Check	1	9717		AVID CENTER	Yes	No	No	USD	10/24/2023	5,934.00
		101645	21776	Check	1	03250		B & B MARKET	Yes	No	No	USD	10/24/2023	1,034.26
		101687	21777	Check	1	11082		BAILEY JOSH	Yes	No	No	USD	10/24/2023	20.00
		101750	21778	Check	1	8609		BALOW, JORDAN J	Yes	No	No	USD	10/24/2023	81.00
		101646	21779	Check	1	05105		BERNICKS VENDING	Yes	No	No	USD	10/24/2023	448.08
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		101773	21781	Check	1	9540		BIRMAN, LAURA	Yes	No	No	USD	10/24/2023	539.20
		101688	21782	Check	1	11083		BOEDIGHEIMER KEVIN	Yes	No	No	USD	10/24/2023	56.38
		101705	21783	Check	1	31325		BOEDIGHEIMER, CHARLES	Yes	No	No	USD	10/24/2023	406.50
		101709	21784	Check	1	4072		CAMPBELL, CORINNE	Yes	No	No	USD	10/24/2023	76.00
		101647	21785	Check	1	08337		CARLTON COUNTY HUMAN SERVICE	Yes	No	No	USD	10/24/2023	380.00
		101765	21786	Check	1	9301		CARMENS RESTAURANT	Yes	No	No	USD	10/24/2023	220.00
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		101666	21788	Check	1	10835		CITY LAUNDERING CO	Yes	No	No	USD	10/24/2023	33.63
		101653	21789	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	10/24/2023	22,412.86
		101674	21790	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	10/24/2023	371.89
		101755	21791	Check	1	8797		COHEN, MICHAEL	Yes	No	No	USD	10/24/2023	649.04
		101731	21792	Check	1	7106		COMMIITTE FOR CHILDREN	Yes	No	No	USD	10/24/2023	5,939.00
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		101691	21794	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	10/24/2023	1,876.00
		101781	21795	Check	1	9705		CREATIVEDGE DESIGNS, LLC	Yes	No	No	USD	10/24/2023	150.00
		101693	21796	Check	1	14301		DEMCO INC	Yes	No	No	USD	10/24/2023	1,076.22
		101686	21797	Check	1	11081		DONALD HOLM CONSTRUCTION CO	Yes	No	No	USD	10/24/2023	6,947.66
		101727	21798	Check	1	6879		DURAND, CHELSEA	Yes	No	No	USD	10/24/2023	197.78
		101650	21799	Check	1	10243		ERICKSON AUSTIN	Yes	No	No	USD	10/24/2023	81.00
		101759	21800	Check	1	9062		ERICKSON, MATTHEW	Yes	No	No	USD	10/24/2023	81.00
		101694	21801	Check	1	1694		ESSE, CHRISTINE	Yes	No	No	USD	10/24/2023	123.96
		101676	21802	Check	1	11034		FABBRO GIACOMO	Yes	No	No	USD	10/24/2023	90.00
		101708	21803	Check	1	3900		FRABONIS 22	Yes	No	No	USD	10/24/2023	302.90
		101702	21804	Check	1	2844		FRITSINGER, SHEILA	Yes	No	No	USD	10/24/2023	132.00
		101668	21805	Check	1	10860		FUNDRAISE WITH TEA	Yes	No	No	USD	10/24/2023	1,658.16
		101689	21806	Check	1	11084		GB REPAIR SERVICE	Yes	No	No	USD	10/24/2023	1,736.33

Cloquet Public Schools Check Register by Bank and Check

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		101752	21808	Check	1	8701	GLITSOS, PANAGIOTIS	Yes	No	No	USD	10/24/2023	90.00
		101692	21809	Check	1	12271	GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	10/24/2023	866.81
		101656	21810	Check	1	10468	GREEN VICTORIA	Yes	No	No	USD	10/24/2023	100.00
		101728	21811	Check	1	7030	GRUSSENDORF NURSERY	Yes	No	No	USD	10/24/2023	620.00
		101683	21812	Check	1	11078	GUIMARAES CRISSY	Yes	No	No	USD	10/24/2023	67.00
		101678	21813	Check	1	11050	HEXUM GREG	Yes	No	No	USD	10/24/2023	90.00
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		101721	21815	Check	1	5684	HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	10/24/2023	808.75
		101743	21816	Check	1	8200	HOLMSTROM, TIMOTHY G	Yes	No	No	USD	10/24/2023	95.00
		101768	21817	Check	1	9366	HOLTE-CHRISTENSON, RACHEL	Yes	No	No	USD	10/24/2023	44.85
		101724	21818	Check	1	5992	HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	10/24/2023	1,875.12
		101735	21819	Check	1	7657	HUNT ELECTRIC CORPORATION	Yes	No	No	USD	10/24/2023	5,495.75
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		101760	21821	Check	1	9072	INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	10/24/2023	329.91
		101699	21822	Check	1	2526	ISD #0094 - VAN	Yes	No	No	USD	10/24/2023	231.22
		101769	21823	Check	1	9449	ISD #6096 NORTHERN LIGHTS ACAD	Yes	No	No	USD	10/24/2023	46,141.96
		101766	21824	Check	1	9343	JAGO, DAN	Yes	No	No	USD	10/24/2023	35.88
		101713	21825	Check	1	4572	JLX FILTERS	Yes	No	No	USD	10/24/2023	3,233.42
		101661	21826	Check	1	10786	JOHNSON ADAM	Yes	No	No	USD	10/24/2023	176.00
		101772	21827	Check	1	9492	JOHNSON CONTROLS FIRE PROTEC	Yes	No	No	USD	10/24/2023	9,650.00
		101670	21828	Check	1	10908	JOHNSON DEREK	Yes	No	No	USD	10/24/2023	225.06
		101711	21829	Check	1	43503	JW PEPPER & SON INC	Yes	No	No	USD	10/24/2023	33.09
		101695	21830	Check	1	1729	KAHLSTORF, SHEILA	Yes	No	No	USD	10/24/2023	174.57
		101682	21831	Check	1	11077	KERN RYAN	Yes	No	No	USD	10/24/2023	67.00
		101777	21832	Check	1	9599	KMECIK BRIAN	Yes	No	No	USD	10/24/2023	81.00
		101744	21833	Check	1	8234	KNUTSEN, STEVEN J	Yes	No	No	USD	10/24/2023	95.00
		101697	21834	Check	1	2076	KOLODGE, JENNIFER	Yes	No	No	USD	10/24/2023	221.06
		101749	21835	Check	1	8513	KOSEY, RAY	Yes	No	No	USD	10/24/2023	81.00
		101719	21836	Check	1	5608	KRAFHEFER, MATTHEW	Yes	No	No	USD	10/24/2023	257.32
		101756	21837	Check	1	8843	KRAUS-ANDERSON CONSTRUCTION	Yes	No	No	USD	10/24/2023	128,451.65
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		101675	21842	Check	1	11019	LEXIA	Yes	No	No	USD	10/24/2023	250.00
		101783	21843	Check	1	9784	LINDAMOOD-BELL LEARNING PROC	Yes	No	No	USD	10/24/2023	1,316.70
		101707	21844	Check	1	3602	LINDE GAS EQUIPMENT INC	Yes	No	No	USD	10/24/2023	384.94
		101738	21845	Check	1	7980	LOTHENBACH, DOUGLAS B	Yes	No	No	USD	10/24/2023	142.00
		101655	21846	Check	1	10446	LUKE BEN	Yes	No	No	USD	10/24/2023	81.00
		101662	21847	Check	1	10798	LUMBERJACK DESIGN AND FABRIC	Yes	No	No	USD	10/24/2023	303.70

Cloquet Public Schools

Check Register by Bank and Check

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			101654	21850	Check	1	10427		MCMAHON CHRISTINA	Yes	No	No	USD	10/24/2023	464.33
			101680	21851	Check	1	11059		MCNEAL GILLIAN	Yes	No	No	USD	10/24/2023	111.00
			101706	21852	Check	1	34186		MENARDS	Yes	No	No	USD	10/24/2023	201.99
			101742	21853	Check	1	8119		METZER, CHRISTINE	Yes	No	No	USD	10/24/2023	59.88
			101663	21854	Check	1	10807		MILLER BRIAN	Yes	No	No	USD	10/24/2023	81.00
			101673	21855	Check	1	11005		MIND INFORMATION INC	Yes	No	No	USD	10/24/2023	4,345.80
			101698	21856	Check	1	2431		MN UI FUND	Yes	No	No	USD	10/24/2023	117,770.07
			101679	21857	Check	1	11057		MUSICFIRST	Yes	No	No	USD	10/24/2023	100.00
			101718	21858	Check	1	5371		NORTHERN CONSULTING ACTUARIE	Yes	No	No	USD	10/24/2023	6,234.00
			101658	21859	Check	1	10686		NORTHLAND PIANO LLC	Yes	No	No	USD	10/24/2023	540.00
			101779	21860	Check	1	9654		O'DONNELL SARAH	Yes	No	No	USD	10/24/2023	245.29
			101737	21861	Check	1	7977		OLIN, COURTNEY	Yes	No	No	USD	10/24/2023	236.51
			101672	21862	Check	1	10998		OLSON LAURA	Yes	No	No	USD	10/24/2023	641.80
			101740	21863	Check	1	8024		O'NEILL, THOMAS ROBERT	Yes	No	No	USD	10/24/2023	81.00
			101660	21864	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	USD	10/24/2023	647.30
			101736	21865	Check	1	7965		PERALA, THEODORE	Yes	No	No	USD	10/24/2023	120.00
			101774	21866	Check	1	9543		PETERSEN KRISTIE	Yes	No	No	USD	10/24/2023	12.98
			101763	21867	Check	1	9252		PETERSON, CHAD	Yes	No	No	USD	10/24/2023	90.00
			101651	21868	Check	1	10302		PETTY CASH ATTN: CANDACE NELIS	Yes	No	No	USD	10/24/2023	730.00
			101696	21869	Check	1	2037		PINE KNOT, LLC	Yes	No	No	USD	10/24/2023	554.80
			101667	21870	Check	1	10837		PINEHAVEN FARM	Yes	No	No	USD	10/24/2023	1,501.00
			101780	21871	Check	1	9702		PLANK ROAD PUBLISHING, INC	Yes	No	No	USD	10/24/2023	58.30
			101677	21872	Check	1	11042		PLAY IT AGAIN SPORTS	Yes	No	No	USD	10/24/2023	3,500.00
			101665	21873	Check	1	10830		PRING JILL	Yes	No	No	USD	10/24/2023	424.44
			101714	21874	Check	1	4822		PROSEN, TIM	Yes	No	No	USD	10/24/2023	357.18
			101746	21875	Check	1	8427		RAJ, PAUL	Yes	No	No	USD	10/24/2023	95.00
			101726	21876	Check	1	6703		RAYMOND GEDDES CO INC	Yes	No	No	USD	10/24/2023	139.90
			101751	21877	Check	1	8632		REACH INC	Yes	No	No	USD	10/24/2023	6,000.00
			101710	21878	Check	1	4115		RIESS, PAUL	Yes	No	No	USD	10/24/2023	30.13
			101775	21879	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	USD	10/24/2023	123.70
			101715	21880	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	USD	10/24/2023	134.79
			101730	21881	Check	1	7075		SCHOOL HEALTH CORPORATION	Yes	No	No	USD	10/24/2023	173.60
			101716	21882	Check	1	48980		SCHOOL SPECIALTY LLC	Yes	No	No	USD	10/24/2023	674.62
			101754	21883	Check	1	8745		SHELDON, DARREN	Yes	No	No	USD	10/24/2023	201.00
			101684	21884	Check	1	11079		SIGFRIDS DAVID	Yes	No	No	USD	10/24/2023	103.00
			101739	21885	Check	1	7982		SISSON, MARK	Yes	No	No	USD	10/24/2023	117.00
			101681	21886	Check	1	11061		SPLINTER JIM	Yes	No	No	USD	10/24/2023	111.00
			101747	21887	Check	1	8462		STARFALL EDUCATION	Yes	No	No	USD	10/24/2023	178.00
			101786	21888	Check	1	9828		STARK TIMOTHY	Yes	No	No	USD	10/24/2023	236.96

Cloquet Public Schools Check Register by Bank and Check

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			101785	21890	Check	1	9806		STEGER JENNIFER	Yes	No	No	USD	10/24/2023	720.00
			101659	21891	Check	1	10772		STRYKE SECURITY INC	Yes	No	No	USD	10/24/2023	12,066.50
			101762	21892	Check	1	9241		SUNDQUIST, TREVOR	Yes	No	No	USD	10/24/2023	120.00
			101733	21893	Check	1	7518		SYCK, RODERICK	Yes	No	No	USD	10/24/2023	20.69
			101664	21894	Check	1	10817		TARALSETH KEVIN	Yes	No	No	USD	10/24/2023	29.60
			101757	21895	Check	1	8889		TARAY, BRENDA	Yes	No	No	USD	10/24/2023	44.95
			101767	21896	Check	1	9346		TREMBLAY, REBECCA	Yes	No	No	USD	10/24/2023	590.50
			101778	21897	Check	1	9639		TYLER TECHNOLOGIES INC	Yes	No	No	USD	10/24/2023	1,204.37
			101784	21898	Check	1	9791		TYSON FOODS INC	Yes	No	No	USD	10/24/2023	516.10
			101722	21899	Check	1	5702		ULINE	Yes	No	No	USD	10/24/2023	247.06
			101657	21900	Check	1	10546		UP AND RUNNING SOLUTIONS LLC	Yes	No	No	USD	10/24/2023	527.62
			101720	21901	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	10/24/2023	463.48
			101758	21902	Check	1	8949		VANTAGE FINANCIAL	Yes	No	No	USD	10/24/2023	23,850.92
			101764	21903	Check	1	9277		VEGAR, NICOLE	Yes	No	No	USD	10/24/2023	304.08
			101745	21904	Check	1	8382		WALPOLE, DAVID	Yes	No	No	USD	10/24/2023	90.00
			101771	21905	Check	1	9471		WALTERS, TYLER	Yes	No	No	USD	10/24/2023	90.00
			101723	21906	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	10/24/2023	576.40
			101649	21907	Check	1	10184		WANOUS LYNSEE	Yes	No	No	USD	10/24/2023	490.42
			101729	21908	Check	1	7042		WATSON COMPANY	Yes	No	No	USD	10/24/2023	379.41
			101732	21909	Check	1	7230		WESTONE LABORATORIES INC	Yes	No	No	USD	10/24/2023	485.58
			101652	21910	Check	1	10365		WICK SYDNEY	Yes	No	No	USD	10/24/2023	67.00
			101701	21911	Check	1	2731		YOUNG, HEATHER	Yes	No	No	USD	10/24/2023	1,014.00
Bank Total: 2														\$493,633.49	
Report Total:														\$493,633.49	

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$20,354.24
02	Food Services	\$213.76
04	Community Services	\$453.05
05	Capital Expenditure	\$37.78
Report Total		\$21,058.83

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	101638	21758	Check	1	6134		AT&T MOBILITY	Yes	No	No	USD	10/12/2023	1,015.82
			101636	21759	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	10/12/2023	2,972.81
			101634	21760	Check	1	25840		ISD #0704 PROCTOR PUBLIC SCHOC	Yes	No	No	USD	10/12/2023	175.00
			101640	21761	Check	1	9792		LEAF	Yes	No	No	USD	10/12/2023	37.78
			101635	21762	Check	1	38650		MADISON NATIONAL LIFE INSURANC	Yes	No	No	USD	10/12/2023	8,590.56
			101639	21763	Check	1	9628		MINNESOTA LIFE INSURANCE COMF	Yes	No	No	USD	10/12/2023	4,185.85
			101637	21764	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	10/12/2023	2,206.01
			101633	21765	Check	1	11032		STRATEGIC EDUCATION RESEARCH	Yes	No	No	USD	10/12/2023	1,875.00
Bank Total: 2														\$21,058.83	
Report Total:														\$21,058.83	

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$65,187.42
03	Transportation	\$39.30
04	Community Services	\$576.40
12	Activities	\$1,750.00
Report Total		\$67,553.12

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	101805	21912	Check	1	5655		BARTO, LINNEA	Yes	No	No	USD	10/19/2023	100.00
			101798	21913	Check	1	10985		CARR ADAM	Yes	No	No	USD	10/19/2023	100.00
			101787	21914	Check	1	10019		CARROLL JULIE	Yes	No	No	USD	10/19/2023	100.00
			101790	21915	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	10/19/2023	6,920.40
			101797	21916	Check	1	10984		CONANT GREG	Yes	No	No	USD	10/19/2023	100.00
			101810	21917	Check	1	9529		DOTY LINDSEY	Yes	No	No	USD	10/19/2023	100.00
			101808	21918	Check	1	8229		ESSE, DAVID	Yes	No	No	USD	10/19/2023	576.40
			101800	21919	Check	1	11086		FAIRES KATRIINA	Yes	No	No	USD	10/19/2023	100.00
			101804	21920	Check	1	4720		GUSTAFSON, ANN	Yes	No	No	USD	10/19/2023	100.00
			101807	21921	Check	1	6326		HORVAT, LANCE	Yes	No	No	USD	10/19/2023	100.00
			101796	21922	Check	1	10983		LAWREY RENE	Yes	No	No	USD	10/19/2023	100.00
			101799	21923	Check	1	11085		MGBCA	Yes	No	No	USD	10/19/2023	250.00
			101806	21924	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	10/19/2023	1,058.44
			101803	21925	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	10/19/2023	52,918.58
			101789	21926	Check	1	10302		PETTY CASH ATTN: CANDACE NELIS	Yes	No	No	USD	10/19/2023	1,260.00
			101802	21927	Check	1	11088		RATH JESSICA	Yes	No	No	USD	10/19/2023	100.00
			101788	21928	Check	1	10177		REGION 7AA	Yes	No	No	USD	10/19/2023	2,920.00
			101791	21929	Check	1	10540		SNYDER NANNETTE	Yes	No	No	USD	10/19/2023	39.30
			101809	21930	Check	1	9137		SUPERIOR HIGH SCHOOL	Yes	No	No	USD	10/19/2023	110.00
			101795	21931	Check	1	10982		THALER STACY	Yes	No	No	USD	10/19/2023	100.00
			101794	21932	Check	1	10981		THOMPSON TERRANCE	Yes	No	No	USD	10/19/2023	100.00
			101793	21933	Check	1	10969		WOLFF ANGIE	Yes	No	No	USD	10/19/2023	100.00
			101792	21934	Check	1	10619		WOSTREL GREG	Yes	No	No	USD	10/19/2023	100.00
			101801	21935	Check	1	11087		ZAGO JUSTIN	Yes	No	No	USD	10/19/2023	100.00
Bank Total: 2														\$67,553.12	
Report Total:														\$67,553.12	



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Tom Brenner, Middle School Principal
DATE: October 17, 2023
RE: Recommendation for Employment

RATE OF PAY: \$32.66/hour *based on the 2022-2023 teacher contract
TOTAL COST: Contracted
HOURS TO BE WORKED: 5 hours per week, with 1-hour prep
START DATE: October 23, 2023
LENGTH OF CONTRACT: 2023-2024, remaining school year
BUDGETED CURRENT YEAR: 2023-2024
POSTED: yes, internally

RATIONALE FOR HIRE: I am recommending Cameron Lindner for the Homebound Instructor for a 6th grade student.

(Employment is contingent upon Cloquet School Board approval.)

TB:KP



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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: October 17, 2023

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of **Sydney Wick** as a 6.5 hours/day SLD Paraprofessional at the Cloquet High School for the 2023-2024 school year.

RATE OF PAY: Step 1

TOTAL COST: Per Contract

HOURS TO BE WORKED: 6.5 hours/day (Monday – Friday)

STARTING DATE: October 24, 2023

LENGTH OF CONTRACT: 2023-2024 School year

POSTED: Yes

REASON FOR HIRE: Vacancy

RATIONALE FOR HIRE: To help the CHS principals maintain an environment that is conducive to maximizing learning and student achievement

(Employment is contingent upon Cloquet School Board approval)

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill School Principal

DATE: October 5, 2023

RE: Recommendation for Employment

I am recommending the employment of April Brannan as a 30 hour/week ECSE Consistent Support Paraprofessional at Churchill Elementary. April will be an ECSE Paraprofessional sub starting on October 10, 2023, and her regular position with the hire date of October 24, 2023, after her official hire by the school board.

RATE OF PAY:	Sub Rate (10/10/23) \$18.93/hour (10/24/23)
HOURS TO BE WORKED:	30 hours/week (Monday – Friday)
START DATE:	October 10, 2023, as an ECSE Paraprofessional sub and upon school board hire to officially start on October 24, 2023.
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	Resignation of employee
STAR CODE:	999821

(Employment is contingent upon Cloquet School Board approval.)

DW/mb



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill School Principal

DATE: October 11, 2023

RE: Recommendation for Employment

I am recommending the employment of Amy Kettelhut as a 4 hour/day ECSE Consistent Support Paraprofessional at Churchill Elementary. Amy will be an ECSE Paraprofessional sub starting on October 16, 2023, and her regular position with the hire date of October 24, 2023, after her official hire by the school board.

RATE OF PAY:	Sub rate as of 10/16/23 \$18.93/hour (As of 10/24/23)
HOURS TO BE WORKED:	4 hours/day (Monday – Friday)
START DATE:	October 16, 2023, as an ECSE Paraprofessional sub and upon school board hire to officially start on October 24, 2023.
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	New position
STAR CODE:	999821

(Employment is contingent upon Cloquet School Board approval.)

DW/mb

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
DATE: October 2, 2023
FROM: Erin Bates, Community Education Director
RE: Hire Christine Hyde as recreational dance instructor.

I am recommending that Christine Hyde be hired to work as a recreational instructor for dance.

RATE OF PAY: Percentage of fees.

HOURS TO BE WORKED: Up to 10 hours per week

STARTING DATE: October 2 , 2023

LENGTH OF CONTRACT: ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Recreation Instructor

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: February 28th, 2023
RE: Hiring of Rianna Ryan

I am recommending that Rianna Ryan be hired as a Program Assistant for Kids Corner.

RATE OF PAY: \$15.97
HOURS TO BE WORKED: 25-40 (full time in the summer)
STARTING DATE: 10/13/2023
LENGTH OF CONTRACT: ongoing
BUDGETED CURRENT YEAR: Yes
REASON FOR HIRE: Resignation of Anjali Gutterud
QUALIFIES FOR BENEFITS: n/a

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: Monday, October 16, 2023
RE: Hiring of Montana Solomon

I am recommending that Montana Solomon be employed as a Program Aide at Li'l Thunder Learning Center.

RATE OF PAY: \$12.62/hr
HOURS TO BE WORKED: Up to 40 hrs/wk
STARTING DATE: September 1, 2023
PROBATIONARY PERIOD: 1 year (12/1/24)
LENGTH OF CONTRACT: On-going
BUDGETED CURRENT YEAR: Yes
QUALIFIES FOR BENEFITS: Does not qualify

Fill in as needed to maintain ratios.

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: October 16, 2023
RE: Hiring of Cheyenne Curtiss

I am recommending that Cheyenne Curtiss be employed as a Program Aide at Li'l Lumberjacks' Learning Center.

RATE OF PAY: \$15.15/hr
HOURS TO BE WORKED: Up to 40 hrs/wk
STARTING DATE: Oct 1, 2023
PROBATIONARY PERIOD: 1 year (10/1/24)
LENGTH OF CONTRACT: On-going
BUDGETED CURRENT YEAR: Yes
QUALIFIES FOR BENEFITS: After 90 days: As of January 10, 2024
5 sick
2 personal
After 1 year: As of July 1, 2024
5 vacation

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: Monday, October 16, 2023
RE: Hiring of Annika Nelson

I am recommending that Annika Nelson be employed as a Program Aide Assistant at Li'l Lumberjacks' Learning Center.

RATE OF PAY: \$10.69/hr
HOURS TO BE WORKED: Up to 40 hrs/wk
STARTING DATE: October 5, 2023
PROBATIONARY PERIOD: 1 year (1/5/24)
LENGTH OF CONTRACT: On-going
BUDGETED CURRENT YEAR: Yes
QUALIFIES FOR BENEFITS: Does not qualify

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: Monday, October 16, 2023
RE: Hiring of Jasmine Alberti

I am recommending that Jasmine Alberti be employed as a Program Aide Assistant at Li'l Lumberjacks' Learning Center.

RATE OF PAY: \$10.69/hr
HOURS TO BE WORKED: Up to 40 hrs/wk
STARTING DATE: 10/2/23
PROBATIONARY PERIOD: 1 year (10/2/24)
LENGTH OF CONTRACT: On-going
BUDGETED CURRENT YEAR: Yes
QUALIFIES FOR BENEFITS: Does not qualify



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Tom Brenner, Middle School Principal
DATE: October 9, 2023
Re: Permission to Post

I am requesting permission to post for One Homebound Teacher position for Cloquet Middle School for a 6th grade student.

TB:KP



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To: Dr. Michael Cary
From: Connie Hyde, CAAEP Principal
Date: October 9, 2023
Reason: Permission to Post

I am requesting permission to post for one (1) EDHS Paraprofessional in the after-school program through CAAEP. This request is for up to 90 hours for the remainder of the 23-24 school year.

CH:mrt

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: October 11, 2023

RE: Permission to Post Long Term Paraprofessional Substitute Position

I am requesting permission to post a 6.5 hour/day Paraprofessional Long Term Substitute position. The position will begin November 16, 2023, and per doctor's orders, will last 8-12 weeks.

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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: October 2, 2023

RE: Permission to Post for 4 hrs./day ECSE Paraprofessional

I am requesting permission to post for a 4 hrs./day ECSE Paraprofessional based out Churchill Elementary but working with a student at Fond du Lac Headstart. This is new position based a student's needs.

(Employment is contingent upon Cloquet School Board approval.)



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: October 16, 2023

RE: Permission to Post for 4 hrs./day ECSE Paraprofessional

I am requesting permission to post for a 4 hrs./day ECSE Paraprofessional based out of Churchill Elementary but working with a student at Lil' Lumberjacks Preschool. This is new position based on a student's needs.

(Employment is contingent upon Cloquet School Board approval.)



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: October 12, 2023

RE: Staffing Adjustment

I am requesting that Iris Keller have an additional 1.5 hours weekly added to her current Interpreter time. This time will support the need for equipment checks and preparation.

(Employment is contingent upon Cloquet School Board approval.)



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17 October 2023

To: Dr. Michael Cary, Superintendent
From: Teresa Angell, AIE Program Director TA
RE: Increase hours for CMS AIE Tutor

For your consideration and approval, I am requesting permission to increase Tara Anderson's hours from 6.5hrs/day to 7hrs/day starting Oct. 23, 2023. Tara has been trained in Check & Connect and will provide mentor services to students. The extra 30 minutes is to assist in the time commitment for Check and Connect data entry on monitor sheets. This is consistent with other Check and Connect Mentors.

Mrs. Anderson demonstrates a desire to find trainings and additional supports for student success. She makes a great contribution to CMS as well as the American Indian Education Program.

The additional hours will be 100% paid out of 320 MN State AID funds.

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

(Adjustment is contingent upon Cloquet School Board approval).

2023-2024 Student Enrollment Report

5/25/2023	Dates	9/7	9/20	10/4	10/17															
	CHURCHILL																			
23	Handicap Kindergarten	0	0	0	0															
21	Early Five/Dev Kindergarten	8	9	9	10															
60	Kindergarten - All Day	74	73	74	73															
71	First Grade	73	72	71	71															
46	Second Grade	71	72	72	72															
77	Third Grade	46	46	45	45															
75	Fourth Grade	83	83	83	83															
373	TOTAL CHURCHILL	355	355	354	354	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	WASHINGTON																			
19	Handicap Kindergarten	0	0	0	0															
83	Kindergarten - All Day	94	91	92	92															
106	First Grade	108	107	108	109															
86	Second Grade	109	109	109	109															
100	Third Grade	88	89	89	88															
102	Fourth Grade	105	105	105	105															
496	TOTAL WASHINGTON	504	501	503	503	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
869	TOTAL ELEMENTARY	859	856	857	857	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-Elementary																			
	MIDDLE SCHOOL																			
183	Fifth Grade	185	181	181	183															
200	Sixth Grade	189	188	187	186															
190	Seventh Grade	206	204	203	204															
210	Eighth Grade	198	197	196	194															
783	TOTAL MIDDLE SCHOOL	778	770	767	767	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CMS																			
	HIGH SCHOOL																			
191	Ninth Grade	221	219	218	219															
200	Tenth Grade	193	192	191	191															
192	Eleventh Grade	206	199	197	195															
176	Twelfth Grade	197	196	197	197															
759	TOTAL HIGH SCHOOL	817	806	803	802	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CHS																			
2411	TOTAL HK-12	2454	2432	2427	2426	0	0	0	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	0
	CAAEP- FULL-TIME																			
92	High School (grades 9-12)	85	90	90	88															
11	Junior High (grades 6-8)	4	4	4	2															
103	TOTAL CAAEP-Full-Time	89	94	94	90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	** CAAEP - PART-TIME																			
	EDHS																			
	Extended Programming																			
	Targeted Services																			
2514	GRAND TOTAL	2543	2526	2521	2516	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

** NOT included in totals.

10/16/2023

Dear Dr. Cary, Board, and Cloquet District,

I would like to request a discretionary leave of extended absence. I have been employed through the Cloquet School District for the last 16 years and provided service as a special education paraprofessional, and a special education/ junior high teacher. I have been provided with an alternative position for the community to work in Restorative Philosophy. This work would allow me to serve youth as a Restorative Justice/ Restorative Practice Coordinator where I would be able to build skills, gain tools, and enhance my knowledge and experience through Restorative Philosophy. Our Cloquet School District is currently providing students and staff with support through Restorative Practices. The Cloquet Area Alternative Education Programs (CAAEP) is an all-Restorative Practice School that utilizes Restorative Practice for academics, conflict resolution, and emotional/social support. If I return to a position in education within five years with this knowledge and experience, I would be able to expand on my educational profession and provide more of an effective restorative approach through my teachings while serving students and staff. I appreciate your consideration in this matter and look forward to future correspondence.

Sincerely,

Leah Lee

A handwritten signature in cursive script that reads "Leah Lee". The signature is written in black ink and is positioned below the typed name "Leah Lee".

Dear Dr. Cary, Board, and Cloquet District,
10/16/23

Upon the pending decision for the request for the extended leave of absence, I would like to provide this letter of resignation if the decision is voted not in favor of the leave.

It is with a humble, grateful, and heavy heart that I would like to provide you with a letter of resignation for my Junior High/ Special Education position at the Cloquet Area Alternative Education Programs for the 2023-2024 academic school year. I have been provided with an amazing opportunity to fulfill a position that will allow me to work with youth, the Cloquet School District, Cloquet Community, and Carlton County but in another capacity. This is a passion of mine and will provide my family and myself with financial security, great health benefits, and personally a chance to fulfill a lifelong dream to continue my work through Restorative Philosophy. I regret that this opportunity presents itself in such a time as this, but it is one that I simply can not pass up. I am a third generation member of the Cloquet School District Staff, and care deeply for this school district and community. My first position with ISD #94 began in 1998 when I attended Cloquet Senior High as an 11th grade student at the Cloquet Middle School Youth Center. It was there that I found my passion for helping others. I continued to work with the District and served as a paraprofessional, and a special education teacher. I have dedicated the past 16 years in that role and am grateful for every moment, for every relationship, and for the wisdom that has been given to me through this experience. To provide an easy transition I have created my scope & sequence for all of my core subjects. My scope and sequence from now till the end of the year is already uploaded onto Schoology, and printed/labeled in my room. On it you will find all standards for each subject area/aligned work to support the standards/assessments and curriculum prepared to accompany each for each core subject area. Each assignment is also printed and ready from now until the end of November-right before break. So whoever comes in will be able to have assignments for each subject ready to pass out, a scope & sequence prepared and all material ready, labeled, and set for the remainder of the year. I will also only have one student at this time of departure. I have completed all special education evaluations, had my iep meetings and will finish all caseload paperwork by Nov. 3rd 2023, my final day and end of the first quarter of the 2023-2024 school year. I believe this will help to set up students for success. Although this will be very difficult for me to leave as this has been my home and the very district that I grew up in, I am excited to work in this new capacity which will impact students, teachers, schools, and this community in a different way. I thank you so much for everything you have done for me. I thank you for the support and opportunity to work with such wonderful staff, to take part in the Building Leadership Team, the Equity Team, and to be a part of one of the most supportive and outstanding districts in the Northland.

Sincerely,
Leah Lee

A handwritten signature in cursive script that reads "Leah Lee". The signature is written in black ink and is positioned below the typed name.



Education
Academics • Arts • Athletics

Cloquet School District

**Non-Certified Administrative
Support Association Contract**

July 1, 202~~3~~⁴ – June 30, 202~~3~~⁵

Board Approved ~~October 23, 2023~~ December 13, 2024

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ARTICLE I RECOGNITION

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognizes as the exclusive and sole bargaining representative for non-certified administrative support whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “member” when used hereinafter in this Agreement, shall include the Non-Certified Administrative Support members employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

Section 2. Sole Agent: The School Board agrees not to negotiate with any non-certified administrative support organization other than the Cloquet Non-Certified Administrative Support Association as the exclusive bargaining agent.

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the “School Board”, and the Cloquet Non-Certified Administrative Support Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the “Association”, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

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

Section 3. Rights of Members of the Association:

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

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

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

Section 4. Board of Education Rights:

Subd. 1. Inherent Managerial Rights: The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas as discretion or policy as the functions and programs of the employer, its overall budget, use of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and efficiently conduct the operation of the school district within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the school district.

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

Section 5. Negotiation Procedures:

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

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

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

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

**ARTICLE III
ADMINISTRATIVE SUPPORT SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14, amended March 25, 2013.

Subd. 1. Longevity Pay: Non-Certified Administrative Support Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 16th year of service.

Years of Service	Longevity Pay
106 to 1520 Years	\$780500
1624 to 205 Years	\$1080750
216 to 2530 Years	\$13801000
26 to 3031 + Years	\$16801250
<u>31 +</u>	<u>\$1980</u>

Subd. 2. Auxiliary Pay:

Employees shall receive stipends for work above and beyond the normal duties and time expected on the job. These stipends are specified below. Work qualifying for a stipend must be approved, in advance, by the superintendent or business manager, except for rare circumstances when the superintendent or business manager determine that prior approval was not possible and that the extra work should qualify for a stipend. The decisions of the superintendent or business manager regarding qualification for a stipend are final.

Effective July 1, 2015, employees shall receive pay or compensatory time for work performed beyond the normal workday and be calculated on a one and one-half (1.5) hourly basis. Pay or compensatory time shall be calculated by dividing the annual salary by the annual hours of the position.

Subpart 1. Food Service Director:

The Food Service Director shall receive pay or compensatory time for extra duties performed beyond the normal scope of his/her duties. These duties would include such things as providing supervision and food service for fundraisers or special dinners.

Subpart 2. Executive Administrative Assistant:

The Executive Administrative Assistant shall receive pay or compensatory time for extra duties performed beyond the normal scope of his/her duties. It is expected that normal duties shall include up to two board meetings per month. Meeting requirements that go beyond 4:00 p.m. may qualify for the stipend.

Subpart 3. Other Administrative Support Members:

Recognition for the extra effort put in by salaried employees going above and beyond normal expectations may be reviewed for payment and/or compensatory time, upon supervisor approval.

Subd. 3. Committee Pay:

Committee Members: Shall receive one (1) day of pay for each eight (8) hours served on a committee after 4:00 p.m., or during non-workdays. Committee hours must be verified by the Committee Chair and will be paid at the end of the school year.

Committee Chair: Committee Chairs shall receive the same pay rate at the Committee Member pay specified above. Additionally, the Committee Chair shall receive a \$600.00 stipend. Committee hours must be verified by the superintendent and will be paid at the end of the school year.

In order to be eligible for committee pay, the superintendent must designate the committee as an active committee eligible for additional pay. The superintendent must give pre-approval for any committee pay that will go over three (3) days of pay. No committee member shall receive committee pay unless the committee member meets for a total of eight hours or more during the school year after 4:00 p.m. or during non-workdays. Committee pay begins July 1, 2014.

Subd. 4. Stipend for Working Regular Board Meetings:

Non-Certified Administrative Support Association members who are assigned to work and take minutes at the 22 regularly scheduled school board meetings shall receive an annual stipend of \$~~1375,220~~. This pay is in addition to any auxiliary pay the employee may be entitled to for other than the 22 regularly scheduled school board meetings. Rate shall increase yearly with salary schedule increase percentage.

Subd. 5. Summer Food Service Director

Summer Food Service (30 days) shall be paid at the same daily rate as the school year food service position. In the event the district cannot find a summer food service director, the school year food service director must fill the position.

Subd. 6. Stipend for Education Beyond the Requirements for the Position in the Area of Specialty

The District Accountant shall earn a stipend of \$3,000 per year when holding a CPA and master’s degree. Rate shall increase yearly with salary schedule increase percentage.

**ARTICLE IV
RETIREMENT INSURANCE BENEFITS and 403(b)**

Section 1. 403(b) Employer Matching Plan:

Subd.1. Eligibility: Full time 46-52-week employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week.

Subd.2. Cap: There shall be a lifetime cap of ~~\$500,000~~ \$5045,000 on District contributions.

Subd.3 Match: Effective July 1, 2016, employees who are eligible to participate in the District’s 403(b) Plan will receive the yearly maximum matching amounts as listed below.

YEARS OF SERVICE	MAXIMUM ANNUAL MATCH
1 – 3	No match
4 – 6	\$900,750
7 – 10	\$1,400,250
11 – 15	\$1,900,750
16+ – 20	\$2,400,000
21+	\$2,250

~~Food Service Directors hired prior to July 1, 2013, and who participate in the District 403(b) Plan will receive a yearly maximum matching amount of \$2,000.~~

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

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

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

Section 2. Retirement Benefits:

Subd.1. Retirement Benefit

Benefits provided in Article V, Sec II of this agreement shall be provided to eligible employees who retire from employment with the school district.

Section 3. Medical Insurance: Upon retirement, eligible employees shall be provided with the insurance benefits described below:

Subd.1. Eligibility for Retirement Insurance Benefits:

- a. Has been employed as a full-time employee (as defined in Article V, Section I) in Cloquet School District, ISD #94 for ten (10) consecutive years prior to retirement.
- b. Employee is 55 years of age.

Subd.2. Retirement Benefits:

Subpart 1. Health Insurance Cost:

- a. Initial insurance benefits provided to the employee shall be the same as stated in Article V, Sec II, thereafter, future premium cost increases for both the dependent and single policy rates shall be shared equally by the district and retired employee. This benefit shall be in effect until the employee reaches Medicare age.
- b. 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 from the age of 55 until they qualify for Medicare changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Section 4. Eligibility for Post-Retirement Health Care Savings Plan: Non-certified Administrative Support employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, whose first day of service was on or after July 1, 2010, shall not be eligible for the retirement medical insurance benefits specified in Article IV, Sec II and III. They will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS). Employees hired prior to July 1, 2010, are not eligible for this benefit.

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

Subd.3. Cap: There shall be a lifetime per employee cap of \$40,000 on District contributions.

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2010-2011 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

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

Example of interpreting the above chart:

Beginning their fourth (4) year with the school district, employees will be eligible for a \$500 benefit.

Death of Employee: – upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 5. Dental Insurance: Dental insurance premiums shall be 100% paid by the retired employee.

Section 6. Life Insurance: Life insurance premiums shall be 100% paid by the retired employee.

**ARTICLE V
BENEFITS - QUALIFICATION FOR EMPLOYEE BENEFITS**

Section 1. Full-Time Employees:

Subd.1. Full-Time Forty-Six to Fifty-Two (46-52) Week Employees: Employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week. Full-time employees shall receive the following benefits:

- a. Vacation (Article VI, Sec I).
- b. Sick leave, emergency leave, bereavement leave, personal leave, and approved leaves of absence as specified in (Article VI, Sec III, IV, V, VI, VII, and VIII).
- c. Health, Life, Dental, and Long-Term Disability Insurances (Article V).
- d. Holidays (Article VI, Sec II).
- e. Retirement Benefits (Article IV and Article V, Sec II).

Section 2. Health Insurance Benefits for Employees and Retirees:

Subd.1. Purpose: To define medical insurance benefits that is available for eligible retirees and eligible employees. If any part of this plan conflicts with or becomes in conflict with state or federal law, those laws will take precedence over this plan document.

Subd.2. Eligible Employee/Retiree: Eligible employees/retirees are those employees qualified to receive health insurance benefits and/or retirement health insurance benefits as defined in Article IV and V. "Eligible employee" will be used, when referring to retirement insurance benefits and when referring to qualifying for employee insurance benefits.

Subd. 3. Retirement Insurance Benefits: Employees who are eligible to receive retirement health insurance benefits shall receive those benefits according to the following guidelines:

- a. Term: Eligible retirees shall receive their specified benefits until they qualify for Medicare.
- b. Initial Amount of Benefit: Eligible retirees shall receive, upon retirement, a dollar amount paid toward their medical insurance plan that is equivalent to the dollar amount of benefit contribution they received during their last year of employment. This dollar amount of benefit includes District contributions to their insurance premium and District contributions to their HRAs or HSAs. This does not include amounts paid to the PRHSCP administered by the MSRS. Any increases or decreases in premium after retirement shall be split equally between the District and the employee. Employees who retire prior to September 1, 2011, do not have an HRA or HSA benefit paid by the District.

Subd.4. Coordination of Coverage: Any employee who retires after January 1, 2008, or their spouse, will be required to select a supplemental medical insurance plan that has been offered by the District (i.e., Health Partners Freedom Plan) when they reach Medicare age if they wish to continue to participate in the District's

group health insurance plan. Medicare age is defined in accordance with Minn. Stat. §471.611, Subd. 2 (2010) as amended. This will include any supplemental plan offered through the District's carrier, such as the Freedom Plan, or outside the District.

Subd.5. Changing Plans: Employees wanting to make changes after retirement may do so under the limitations listed below:

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

- a. If retired employees change insurance coverage from individual to family, they shall pay one hundred percent (100%) of the dependent premium.
- b. Retirees may choose to change from family to single coverage within the same plan option at any time.
- c. If a retiree does make a change to their coverage, the application of the premium to be paid by the District shall be for the employee's coverage that was in effect at the time of retirement. For example, a retiree on the family High Deductible Health Plan (HDHP) 1,250/2,500 plan could choose the single 3,000/6,000 HDHP plan. If that becomes the case, the benefit paid by the District shall be calculated to be as if the retiree had retired on the single 3,000 High Deductible Health Plan (HDHP) plan. Future increases or decreases in premium shall be shared equally by the retiree and the District.
- d. This section applies only to retirees who retired prior to September 1, 2011. They will have a one (1) time option to change their plan to a higher deductible plan. That choice has to be made effective September 1, 2011. Thereafter, retirees can only change coverage from family to single within that plan or move to a supplement such as the Freedom plan when they are Medicare eligible. If that choice is made to go to a higher deductible, the employee shall take their current amount of paid benefit for which they would have qualified for under the Choice 500 plan, had they chosen to stay with that plan or their amount of benefit qualified for at retirement, whichever is greater. Thereafter, increases/decreases in premium costs shall be borne equally between the retiree and the District.
- e. Retirees who retired after the 2013-2014 school year will have a one (1) time option to change plans. An example of changing a plan would be to go from the HDHP 1,250/2,500 to the HDHP 3,000/6,000. If an employee changes plans, the amount of benefit paid by the District, including HRA/HSA contributions, will be the same as if the retiree had retired with that plan change and had realized all of that plan's corresponding benefits adjustments and changes in employee's financial responsibility since retirement. For retired members from the age of fifty-five (55), until qualifying for Medicare, the District will provide health insurance benefits at the same District premium and HRA or HSA contributions as per this contract stated in Article V, Sec II, Subd. 7. Future premium costs and increases exceeding the individual and the dependent rate, the District and the retired employee shall share the premium increase equally until the member qualifies for Medicare. The application of the premium to be paid by the District shall be for the member's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired member changes insurance coverage from individual to family, the member shall pay one hundred percent (100%) of the dependent premium.
- f. Beginning with the 2014-2015 school year, during the health insurance open enrollment period just prior to their retirement, retirees may choose to go to a lower cost plan than their current coverage if that plan was part of the District's insurance offerings during their last year of employment. Future increases in premiums will be split 50/50 from the level of benefit that was in effect for their new plan during their last year of employment. Some examples follow. An employee on the Choice 500/1000 family plan or single plan could elect to take a single HDHP 1250/2500 single plan. If that person was

on the Choice 500 single plan, he/she could not enroll in the family 1250/2500 HDHP plan without paying the full cost of the dependent premium. If the retired member changes insurance coverage from individual to family, the member shall pay one hundred percent (100%) of the dependent premium.

Miscellaneous Questions and Answers:

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

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

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

A: You have a one (1) time option to change to a lower cost plan. This must occur during an open enrollment period or because of a life event. If you change plans during the open enrollment period of your last year, this does not count as a change.

Q: *Does changing my status from family to single count towards my one (1) time option after retirement?*

A: Not if you stay with the same plan.

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

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

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

A: No.

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

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

Q: *After my retirement, if I change my status from family to single and change my plan from Choice 500 to HDHP 1,250, does that count as my one-time option?*

A: Yes.

Subd. 6. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2013 hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

Subpart 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases from the September 1, 2011 premiums, the District and the employee will share in the insurance plan increases/decreases as follows:

- a. Dependent Coverage: The District and employee will share the increases or decreases in premiums equally.
- b. Single Coverage: For any amount of premium over \$8,000, increases or decreases in the premium shall be 80% District responsibility and 20% employee responsibility.

Subpart 3. Opt for Alternate Plan: Employees may opt for different plan coverage during the open enrollment period each year.

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled

or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subpart 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is a dependent defined by Code § 152 or an "adult child" as defined by Code § 152(f) (1) and is not an employee of another employer receiving insurance benefits from said employer as follows:

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

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage the contract language will match EM-C contract: Article X – Benefits, Section 2, Subd. 6. Eligible Spouse., the options shall be as follows:

a. Two single plans, or

b. One family plan. If enrolled in a family plan, the family premium paid by the employee shall be \$1950 less than the amount paid by other family policy holders if the family is enrolled in an HDHP. The employee carrying the insurance will receive a \$750 contribution to their HSA.

c. In the case of married employees in which one has a fully paid District-provided health care plan, the spouse will receive \$600 in PRHCSP. Enrollment in a single plan and a family plan will not be allowed.

d. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$600 MN-PRHCSP contribution.

Subd. 7. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

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

Eligible employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in Attachment B – Health Insurance Costs.

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2013, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 4. Life Insurance for Full-Time Employees: Full-time employees (as defined in Article V, Sec 1) shall also receive term life insurance in an amount of \$50,000 at District expense.

Section 5. Long-Term Disability Benefits: Full-Time employees (as defined in Article V, Sec I) shall receive long-term disability benefits up to 66 2/3% of the employee's basic salary to a maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

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

Subd.2. Cost: The salary of each employee shall be increased by the cost of their long-term disability premium.

Section 6. Claims Against the School District: It is understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Minnesota State Post-Retirement Health Care Savings (MSPRHCS): Non-certified Administrative Support employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan.

Full-Time employees (as defined in Article V, Sec I) eligible to receive group insurance benefits and either choose single coverage or waive coverage, shall receive \$75.00 per month into a PRHCSP managed by the MSRS.

Death of Employee: – upon an employee's death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

ARTICLE VI LEAVES OF ABSENCE

Section 1. Vacation for Full-Time 46-52 Week Employees:

Subd. 1. Vacation Benefits:

Minimum vacation benefits are defined below. The employer may grant an employee more vacation than the minimum required benefit. Vacation days earned in the current year will be prorated based on the month of resignation or retirement.

Vacation time and years of continuous service shall be computed as of July 1 of each year.

- a. If a full-time employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one and one half (1.5) days per month of service from the time of employment to July 1, but not to exceed fifteen (15) days. For example, an employee employed on March 1 would be allowed six (6) days of vacation.
- b. Fifteen (15) days of vacation time shall be allocated on July 1st for the current year until such time the years of service dictate a greater amount. For employees hired after July 1st of the year, vacation allocation will be credited on their first day of employment and will be based on the calculation in part (a) of this subdivision. ~~Employees hired prior to July 1, 2021, will have their earned vacation time for the previous year (2020-2021) plus the allocation for the 2021-2022 year credited as of July 1, 2021. Going forward, vacation for the current year will be allocated as of July 1.~~ Employees, who before July 1, 2021, negotiated a greater amount of vacation time shall retain their negotiated number of days.
- c. Food Service Director shall receive 88% of vacation allocation for regular 46-week contract plus 12% of vacation allocation if working the summer food service contract.

- d. After ten (10) years of continuous service, full-time employees shall receive twenty (20) days of vacation.
- e. After fifteen (15) years of continuous service, full-time employees shall receive twenty-five (25) days of vacation.
- f. In the event of separation before July 1, vacation time shall be computed at the rate of one and one half (1.5) days per month, but not to exceed fifteen (15) days. Employees whose longevity entitles them to more than fifteen (15) days yearly vacation shall have vacation time prorated from July 1 to the separation date.
- g. Personnel shall be given reasonable and practical choice of vacation periods possible, pending supervisor's approval.
- h. An employee may take vacation time anytime during the fiscal year (July 1 through June 30) upon request and agreement from the employee's supervisor. Members may carry over ~~5~~ten (10) days of unused vacation to the next year. Carry over days must be used within the next fiscal year.
- i. Upon becoming a full-time employee eligible for vacation, employees may be eligible for credit for their years of part-time service with the Cloquet School District if they have worked a minimum of thirty (30) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a minimum of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

Subd.2. Termination or Death: Upon termination of employment or death of employee, all earned and unused vacation will be paid to the employee or his/her beneficiary at their daily rate of pay accumulated according to Subdivision 2, Paragraph F. Association members must designate a beneficiary in order for the beneficiary to receive these benefits.

Section 2. Holiday for Full-Time 46-52 Week Employees:

Subd1. Benefits: The following paid holidays shall be granted to full-time 46-52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year's Day Two (2) days
- President's Day One (1) day
- Good Friday One (1) day
- Memorial Day One (1) day
- Juneteenth One (1) day
- July 3, 4, or 5 Two (2) days
- Labor Day One (1) day
- Thanksgiving Two (2) days
- Christmas Two (2) days
- Total: ~~Thirteen~~Twelve (13~~2~~) paid holidays

If work is required on a holiday, the employee shall be allowed to flex their holiday.

Section 3. Emergency Leave: Three (3) working days per year may be granted with the approval of the superintendent. Emergency leave will not be deducted from sick leave. With approval of the superintendent, the employee may use emergency days when due to a school cancellation.

Section 4. Sick Leave:

- a. Effective July 1, 2019, members shall earn sick leave at a rate of 13 days per year.
- b. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed 13 days.

Example: An employee employed on November 1 will immediately be credited with twelve (12) days of sick leave, which is one and one-half (1½) days per month for an eight (8) month period.
- c. 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, grandchildren, foster children, or parent.
- d. As of July 1, 2014, sick leave accumulation will be unlimited.

Note: The 2013 Legislature amended a sick leave law which will take precedence over the language in this contract as long as this law is in place. This law allows for 160 hours or 20 days of available sick leave in any 12-month period to be used for absences due to an illness of or injury to an employee's adult child, spouse, sibling, parent, grandparent, or stepparent.

Subd. 1. Sick Leave Incentive: Non-Certified Administrative Support Association members who use three or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

Section 5. Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child. Additional time may be granted, at the discretion of the superintendent, upon written evidence of such special need for such additional time.

Section 6. Leave of Absence: An employee may be granted a leave of absence at the school board's discretion. A leave of absence, when granted, may be for educational leave, personal illness, illness or death in the family requiring one's assistance, or pregnancy. Such leave of absence shall be without compensation expense allowance from District funds. Consecutive years of service would not be interrupted due to the leave of absence in counting consecutive years of employment to qualify for a benefit.

Section 7. Personal Leave: Qualified employees shall be allowed ~~threetwo~~ (32) days per year with pay, non-cumulative, for personal reasons.

Section 8. Association Leave Days: Absences or leave time will not be assessed to employees who participate in negotiations or other Association activities approved by the District's administration.

**ARTICLE VII
SUPPLEMENTAL BENEFITS**

Section 1. Membership Dues: The District shall pay the state and national membership dues in the designated professional organizations for the members with superintendent approval.

Section 2. Conferences, Workshops and Meetings: Members shall be allowed to attend their respective state and national conferences as well as relevant workshops and meetings pending superintendent approval. Expenses will be paid as per District policy.

Section 3. Automobile: The District shall compensate member for business use of member's private vehicle at the federal mileage rate.

The American Indian Education Director, Food Service Director and Community Education Director shall receive \$60.00 per month for travel within the District. Travel outside the district shall be reimbursed when proper documentation is submitted on district forms.

Section 4. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

**ARTICLE VIII
PROBATIONARY PERIOD**

Section 1. Probationary Period: Members shall serve a one-year (1) year probationary period from the start of employment in an Association position.

**ARTICLE IX
GRIEVANCE PROCEDURE**

Section 1. Definition of Terms and Interpretations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intentions within

ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the School Board automatically advances the grievance to Level III.

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

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

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

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

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

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

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing *denovo*.

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

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have⁶⁷ jurisdiction over any grievance which has not been

submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Section 10. Timeline Extension: The timeline specified in this article may be extended at any step of the process by mutual agreement between the Association and the Superintendent or School Board.

ARTICLE X DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 202~~3~~⁴ through June 30, 202~~5~~³, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event the Affordable Health Care Act or some other federal or state regulation regarding insurance benefits for employees negatively affects the Non-Certified Administrative Support contract or District, the parties agree that this contract may be re-opened for negotiation.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except by mutual agreement.

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

Section 5. Notification: In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least ninety (90) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

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

For:
Cloquet Non-Certified Administrative
Support Association

For:
Independent School District No. 94

Name of Organizational Representatives:

Name of Organizational Representatives:

Teresa Angell, President

~~Nate Sandman~~~~Fed Lammi~~, School Board Chair

Mary Marciniak, Secretary

~~Melissa Juntunen~~~~Nate Sandman~~, School Board Clerk

Adrienne Strickland, Treasurer

Dr. Michael Cary, Superintendent

**ATTACHMENT A
SALARY
SCHEDULES**

21-22 with 2.45% and 2% between all steps										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
District Accountant	54,100.25	55,182.26	56,285.90	57,411.62	58,559.85	59,731.05	60,925.67	62,144.18	63,387.07	64,654.81
Executive Assstant	57,347.13	58,494.08	59,663.96	60,857.24	62,074.38	63,315.87	64,582.19	65,873.83	67,191.31	68,535.13
Food Service Director	60,615.22	61,827.53	63,064.08	64,325.36	65,611.86	66,924.10	68,262.58	69,627.84	71,020.39	72,440.80
Indian Ed Director	57,978.84	59,138.42	60,321.19	61,527.61	62,758.17	64,013.33	65,293.60	66,599.47	67,931.46	69,290.09
Community Ed Director	78,555.35	80,126.45	81,728.98	83,363.56	85,030.83	86,731.45	88,466.08	90,235.40	92,040.11	93,880.91

22-23 with 2% and 2% between all steps										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
District Accountant	56,285.90	57,411.62	58,559.85	59,731.05	60,925.67	62,144.18	63,387.07	64,654.81	65,947.90	67,266.86
Executive Assstant	58,494.08	59,663.96	60,857.24	62,074.38	63,315.87	64,582.19	65,873.83	67,191.31	68,535.13	69,905.83
Food Service Director	61,827.53	63,064.08	64,325.36	65,611.86	66,924.10	68,262.58	69,627.84	71,020.39	72,440.80	73,889.62
Indian Ed Director	59,138.42	60,321.19	61,527.61	62,758.17	64,013.33	65,293.60	66,599.47	67,931.46	69,290.09	70,675.89
Community Ed Director	80,126.45	81,728.98	83,363.56	85,030.83	86,731.45	88,466.08	90,235.40	92,040.11	93,880.91	95,758.53

2023-2024*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
District Accountant	\$56,306.00	\$57,809.04	\$59,352.20	\$60,936.55	\$62,563.19	\$64,233.25	\$65,947.90	\$67,662.55
Executive Assistant	\$58,132.76	\$59,684.56	\$61,277.78	\$62,913.53	\$64,592.95	\$66,317.20	\$68,087.47	\$69,906.00
Food Service Director	\$61,446.36	\$63,086.61	\$64,770.64	\$66,499.63	\$68,274.78	\$70,097.31	\$71,968.49	\$73,889.62
Indian Ed Director	\$59,547.80	\$61,137.37	\$62,769.38	\$64,444.95	\$66,165.24	\$67,931.46	\$69,967.68	\$71,509.82
Community Ed Director	\$80,665.92	\$82,819.22	\$85,030.84	\$87,241.63	\$89,509.91	\$91,837.17	\$94,224.94	\$96,674.79

2024-2025*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
District Accountant	TBD							
Executive Assistant	TBD							
Food Service Director	TBD							
Indian Ed Director	TBD							
Community Ed Director	TBD							

* Salary Schedule will increase by the same percentage as Education Minnesota - Cloquet for each year of the contract

ATTACHMENT B HEALTH INSURANCE COSTS

2021-2022 INSURANCE INFORMATION							
2020-2021 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	Employee with Eligible Spouse Pays *	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$10,664	\$10,131	\$533		\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,703	\$18,012	\$11,691	\$9,741		\$1,000	\$1,000 per person/ \$2,000 per Family
\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.							
HDHP 1,400 Single	\$9,513	\$9,211	\$303		\$1,200	\$1,400	\$1,400
HDHP 2,800 Family	\$26,498	\$17,246	\$9,252	\$7,302		\$2,800	\$2,800
\$1,400/\$2,800 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,400 until the family \$2,800 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.							
HDHP 3,500 Single	\$8,013	\$8,010	\$3		\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$22,319	\$16,261	\$6,056	\$4,106		\$7,000	\$3,500 per person/ \$7,000 per Family
\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.							
HDHP 5,000 Single	\$7,102	\$7,102	\$0		\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$19,781	\$16,388	\$3,393	\$1,443		\$10,000	\$5,000 per person/ \$10,000 per Family
\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.							
HDHP 6,750 Single	\$6,297	\$0	\$6,297			\$6,750	\$6,750
HDHP 13,500 Family	\$17,540	\$0	\$17,540	\$17,540		\$13,500	\$6,750 per person/ \$13,500 per Family
\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.							

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

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

	Benefit Year Start Date	4th Quarter Carry Over
\$500/\$1,000 Plans	September 1st	Yes
\$1,400/\$2,800 Plans	September 1st	No
\$3,500/\$7,000 Plans	September 1st	Yes
\$5,000/\$10,000 Plans	September 1st	No
\$6,750/\$13,500 Plans	September 1st	No

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

HDHP = High Deductible Health Plan

HRA = Health Retirement Account

HSA = Health Savings Account

INSURANCE INFORMATION - NEW HIRES

2023-2024 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$10,672	\$10,138	\$534	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,726	\$18,024	\$11,703		\$1,000	\$1,000 per person/ \$2,000 per Family
<small>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</small>						
HDHP 1,500 Single	\$9,758	\$9,406	\$351	\$1,200	\$1,500	\$1,500
HDHP 3,000 Family	\$27,178	\$17,586	\$9,592		\$3,000	\$3,000
<small>\$1,500/\$3,000 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,500 until the family \$3,000 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</small>						
HDHP 3,500 Single	\$8,409	\$8,327	\$82	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$23,422	\$16,813	\$6,610		\$7,000	\$3,500 per person/ \$7,000 per Family
<small>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 5,000 Single	\$7,689	\$7,689	\$0	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$21,416	\$17,205	\$4,211		\$10,000	\$5,000 per person/ \$10,000 per Family
<small>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 6,750 Single	\$7,008	\$0	\$7,008		\$6,750	\$6,750
HDHP 13,500 Family	\$19,519	\$0	\$19,519		\$13,500	\$6,750 per person/ \$13,500 per Family
<small>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						

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

*If you have a district eligible spouse (see your contract for a definition of district eligible spouse) you are entitled to a \$1950 premium reduction and a \$750 HSA/HRA district contribution.

An employee who qualifies for health insurance through the Affordable Care Act (ACA) but does not qualify for district contribution towards health insurance plans due to hours/months worked may purchase a district insurance plan with no contribution from the school district.

	Benefit Year Start Date
\$500/\$1000 Plans	September 1st
\$1500/\$3000 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st



Education
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Cloquet School District

**Non-Certified Administrative
Support Association Contract**

July 1, 2023 – June 30, 2025

Board Approved October 23, 2023

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ARTICLE I RECOGNITION

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognizes as the exclusive and sole bargaining representative for non-certified administrative support whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “member” when used hereinafter in this Agreement, shall include the Non-Certified Administrative Support members employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in the Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

Section 2. Sole Agent: The School Board agrees not to negotiate with any non-certified administrative support organization other than the Cloquet Non-Certified Administrative Support Association as the exclusive bargaining agent.

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the “School Board”, and the Cloquet Non-Certified Administrative Support Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the “Association”, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

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

Section 3. Rights of Members of the Association:

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

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

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

Section 4. Board of Education Rights:

Subd. 1. Inherent Managerial Rights: The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas as discretion or policy as the functions and programs of the employer, its overall budget, use of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and efficiently conduct the operation of the school district within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the school district.

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

Section 5. Negotiation Procedures:

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

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

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

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

**ARTICLE III
ADMINISTRATIVE SUPPORT SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14, amended March 25, 2013.

Subd. 1. Longevity Pay: Non-Certified Administrative Support Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 16th year of service.

Years of Service	Longevity Pay
10 to 15 Years	\$780
16 to 20 Years	\$1080
21 to 25 Years	\$1380
26 to 30 Years	\$1680
31 +	\$1980

Subd. 2. Auxiliary Pay:

Employees shall receive stipends for work above and beyond the normal duties and time expected on the job. These stipends are specified below. Work qualifying for a stipend must be approved, in advance, by the superintendent or business manager, except for rare circumstances when the superintendent or business manager determine that prior approval was not possible and that the extra work should qualify for a stipend. The decisions of the superintendent or business manager regarding qualification for a stipend are final.

Effective July 1, 2015, employees shall receive pay or compensatory time for work performed beyond the normal workday and be calculated on a one and one-half (1.5) hourly basis. Pay or compensatory time shall be calculated by dividing the annual salary by the annual hours of the position.

Subpart 1. Food Service Director:

The Food Service Director shall receive pay or compensatory time for extra duties performed beyond the normal scope of his/her duties. These duties would include such things as providing supervision and food service for fundraisers or special dinners.

Subpart 2. Executive Administrative Assistant:

The Executive Administrative Assistant shall receive pay or compensatory time for extra duties performed beyond the normal scope of his/her duties. It is expected that normal duties shall include up to two board meetings per month. Meeting requirements that go beyond 4:00 p.m. may qualify for the stipend.

Subpart 3. Other Administrative Support Members:

Recognition for the extra effort put in by salaried employees going above and beyond normal expectations may be reviewed for payment and/or compensatory time, upon supervisor approval.

Subd. 3. Committee Pay:

Committee Members: Shall receive one (1) day of pay for each eight (8) hours served on a committee after 4:00 p.m., or during non-workdays. Committee hours must be verified by the Committee Chair and will be paid at the end of the school year.

Committee Chair: Committee Chairs shall receive the same pay rate as the Committee Member pay specified above. Additionally, the Committee Chair shall receive a \$600.00 stipend. Committee hours must be verified by the superintendent and will be paid at the end of the school year.

In order to be eligible for committee pay, the superintendent must designate the committee as an active committee eligible for additional pay. The superintendent must give pre-approval for any committee pay that will go over three (3) days of pay. No committee member shall receive committee pay unless the committee member meets for a total of eight hours or more during the school year after 4:00 p.m. or during non-workdays. Committee pay begins July 1, 2014.

Subd. 4. Stipend for Working Regular Board Meetings:

Non-Certified Administrative Support Association members who are assigned to work and take minutes at the 22 regularly scheduled school board meetings shall receive an annual stipend of \$1375. This pay is in addition to any auxiliary pay the employee may be entitled to for other than the 22 regularly scheduled school board meetings. Rate shall increase yearly with salary schedule increase percentage.

Subd. 5. Summer Food Service Director

Summer Food Service (30 days) shall be paid at the same daily rate as the school year food service position. In the event the district cannot find a summer food service director, the school year food service director must fill the position.

Subd. 6. Stipend for Education Beyond the Requirements for the Position in the Area of Specialty

The District Accountant shall earn a stipend of \$3,000 per year when holding a CPA and master’s degree. Rate shall increase yearly with salary schedule increase percentage.

**ARTICLE IV
RETIREMENT INSURANCE BENEFITS and 403(b)**

Section 1. 403(b) Employer Matching Plan:

Subd.1. Eligibility: Full time 46-52-week employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week.

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

Subd.3 Match: Effective July 1, 2016, employees who are eligible to participate in the District’s 403(b) Plan will receive the yearly maximum matching amounts as listed below.

YEARS OF SERVICE	MAXIMUM ANNUAL MATCH
1 – 3	No match
4 – 6	\$900
7 – 10	\$1,400
11 – 15	\$1,900
16+	\$2,400

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

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

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

Section 2. Retirement Benefits:

Subd.1. Retirement Benefit

Benefits provided in Article V, Sec II of this agreement shall be provided to eligible employees who retire from employment with the school district.

Section 3. Medical Insurance: Upon retirement, eligible employees shall be provided with the insurance benefits described below:

Subd.1. Eligibility for Retirement Insurance Benefits:

- a. Has been employed as a full-time employee (as defined in Article V, Section I) in Cloquet School District, ISD #94 for ten (10) consecutive years prior to retirement.
- b. Employee is 55 years of age.

Subd.2. Retirement Benefits:

Subpart 1. Health Insurance Cost:

- a. Initial insurance benefits provided to the employee shall be the same as stated in Article V, Sec II, thereafter, future premium cost increases for both the dependent and single policy rates shall be shared equally by the district and retired employee. This benefit shall be in effect until the employee reaches Medicare age.
- b. 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 from the age of 55 until they qualify for Medicare changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Section 4. Eligibility for Post-Retirement Health Care Savings Plan: Non-certified Administrative Support employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, whose first day of service was on or after July 1, 2010, shall not be eligible for the retirement medical insurance benefits specified in Article IV, Sec II and III. They will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS). Employees hired prior to July 1, 2010, are not eligible for this benefit.

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

Subd.3. Cap: There shall be a lifetime per employee cap of \$40,000 on District contributions.

Subd.4. Amount of the District's Contribution: Effective beginning with the 2010-2011 school year, the District will make an annual contribution to an employee's account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

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

Example of interpreting the above chart:

Beginning their fourth (4) year with the school district, employees will be eligible for a \$500 benefit.

Death of Employee: – upon an employee's death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 5. Dental Insurance: Dental insurance premiums shall be 100% paid by the retired employee.

Section 6. Life Insurance: Life insurance premiums shall be 100% paid by the retired employee.

**ARTICLE V
BENEFITS - QUALIFICATION FOR EMPLOYEE BENEFITS**

Section 1. Full-Time Employees:

Subd.1. Full-Time Forty-Six to Fifty-Two (46-52) Week Employees: Employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week. Full-time employees shall receive the following benefits:

- a. Vacation (Article VI, Sec I).
- b. Sick leave, emergency leave, bereavement leave, personal leave, and approved leaves of absence as specified in (Article VI, Sec III, IV, V, VI, VII, and VIII).
- c. Health, Life, Dental, and Long-Term Disability Insurances (Article V).
- d. Holidays (Article VI, Sec II).
- e. Retirement Benefits (Article IV and Article V, Sec II).

Section 2. Health Insurance Benefits for Employees and Retirees:

Subd.1. Purpose: To define medical insurance benefits that is available for eligible retirees and eligible employees. If any part of this plan conflicts with or becomes in conflict with state or federal law, those laws will take precedence over this plan document.

Subd.2. Eligible Employee/Retiree: Eligible employees/retirees are those employees qualified to receive health insurance benefits and/or retirement health insurance benefits as defined in Article IV and V. "Eligible employee" will be used, when referring to retirement insurance benefits and when referring to qualifying for employee insurance benefits.

Subd. 3. Retirement Insurance Benefits: Employees who are eligible to receive retirement health insurance benefits shall receive those benefits according to the following guidelines:

- a. Term: Eligible retirees shall receive their specified benefits until they qualify for Medicare.
- b. Initial Amount of Benefit: Eligible retirees shall receive, upon retirement, a dollar amount paid toward their medical insurance plan that is equivalent to the dollar amount of benefit contribution they received during their last year of employment. This dollar amount of benefit includes District contributions to their insurance premium and District contributions to their HRAs or HSAs. This does not include amounts paid to the PRHSCP administered by the MSRS. Any increases or decreases in premium after retirement shall be split equally between the District and the employee. Employees who retire prior to September 1, 2011, do not have an HRA or HSA benefit paid by the District.

Subd.4. Coordination of Coverage: Any employee who retires after January 1, 2008, or their spouse, will be required to select a supplemental medical insurance plan that has been offered by the District (i.e., Health Partners Freedom Plan) when they reach Medicare age if they wish to continue to participate in the District's

group health insurance plan. Medicare age is defined in accordance with Minn. Stat. §471.611, Subd. 2 (2010) as amended. This will include any supplemental plan offered through the District's carrier, such as the Freedom Plan, or outside the District.

Subd.5. Changing Plans: Employees wanting to make changes after retirement may do so under the limitations listed below:

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

- a. If retired employees change insurance coverage from individual to family, they shall pay one hundred percent (100%) of the dependent premium.
- b. Retirees may choose to change from family to single coverage within the same plan option at any time.
- c. If a retiree does make a change to their coverage, the application of the premium to be paid by the District shall be for the employee's coverage that was in effect at the time of retirement. For example, a retiree on the family High Deductible Health Plan (HDHP) 1,250/2,500 plan could choose the single 3,000/6,000 HDHP plan. If that becomes the case, the benefit paid by the District shall be calculated to be as if the retiree had retired on the single 3,000 High Deductible Health Plan (HDHP) plan. Future increases or decreases in premium shall be shared equally by the retiree and the District.
- d. This section applies only to retirees who retired prior to September 1, 2011. They will have a one (1) time option to change their plan to a higher deductible plan. That choice has to be made effective September 1, 2011. Thereafter, retirees can only change coverage from family to single within that plan or move to a supplement such as the Freedom plan when they are Medicare eligible. If that choice is made to go to a higher deductible, the employee shall take their current amount of paid benefit for which they would have qualified for under the Choice 500 plan, had they chosen to stay with that plan or their amount of benefit qualified for at retirement, whichever is greater. Thereafter, increases/decreases in premium costs shall be borne equally between the retiree and the District.
- e. Retirees who retired after the 2013-2014 school year will have a one (1) time option to change plans. An example of changing a plan would be to go from the HDHP 1,250/2,500 to the HDHP 3,000/6,000. If an employee changes plans, the amount of benefit paid by the District, including HRA/HSA contributions, will be the same as if the retiree had retired with that plan change and had realized all of that plan's corresponding benefits adjustments and changes in employee's financial responsibility since retirement. For retired members from the age of fifty-five (55), until qualifying for Medicare, the District will provide health insurance benefits at the same District premium and HRA or HSA contributions as per this contract stated in Article V, Sec II, Subd. 7. Future premium costs and increases exceeding the individual and the dependent rate, the District and the retired employee shall share the premium increase equally until the member qualifies for Medicare. The application of the premium to be paid by the District shall be for the member's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired member changes insurance coverage from individual to family, the member shall pay one hundred percent (100%) of the dependent premium.
- f. Beginning with the 2014-2015 school year, during the health insurance open enrollment period just prior to their retirement, retirees may choose to go to a lower cost plan than their current coverage if that plan was part of the District's insurance offerings during their last year of employment. Future increases in premiums will be split 50/50 from the level of benefit that was in effect for their new plan during their last year of employment. Some examples follow. An employee on the Choice 500/1000 family plan or single plan could elect to take a single HDHP 1250/2500 single plan. If that person was

on the Choice 500 single plan, he/she could not enroll in the family 1250/2500 HDHP plan without paying the full cost of the dependent premium. If the retired member changes insurance coverage from individual to family, the member shall pay one hundred percent (100%) of the dependent premium.

Miscellaneous Questions and Answers:

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

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

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

A: You have a one (1) time option to change to a lower cost plan. This must occur during an open enrollment period or because of a life event. If you change plans during the open enrollment period of your last year, this does not count as a change.

Q: *Does changing my status from family to single count towards my one (1) time option after retirement?*

A: Not if you stay with the same plan.

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

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

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

A: No.

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

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

Q: *After my retirement, if I change my status from family to single and change my plan from Choice 500 to HDHP 1,250, does that count as my one-time option?*

A: Yes.

Subd. 6. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2013 hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

Subpart 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases from the September 1, 2011 premiums, the District and the employee will share in the insurance plan increases/decreases as follows:

- a. Dependent Coverage: The District and employee will share the increases or decreases in premiums equally.
- b. Single Coverage: For any amount of premium over \$8,000, increases or decreases in the premium shall be 80% District responsibility and 20% employee responsibility.

Subpart 3. Opt for Alternate Plan: Employees may opt for different plan coverage during the open enrollment period each year.

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled

or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subpart 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is a dependent defined by Code § 152 or an “adult child” as defined by Code § 152(f) (1) and is not an employee of another employer receiving insurance benefits from said employer as follows:

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

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage the contract language will match EM-C contract: Article X – Benefits, Section 2, Subd. 6. Eligible Spouse.

Subd. 7. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subpart. 1. Introduction. Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible members, herein referred to as “Employees.” Procedures and rules for High Deductible Health Plans (HDHP) are part of the District’s policies and procedures.

Eligible employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in Attachment B – Health Insurance Costs.

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2013, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 4. Life Insurance for Full-Time Employees: Full-time employees (as defined in Article V, Sec I) shall also receive term life insurance in an amount of \$50,000 at District expense.

Section 5. Long-Term Disability Benefits: Full-Time employees (as defined in Article V, Sec I) shall receive long-term disability benefits up to 66 2/3% of the employee’s basic salary to a maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

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

Subd.2. Cost: The salary of each employee shall be increased by the cost of their long-term disability premium.

Section 6. Claims Against the School District: It is understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Minnesota State Post-Retirement Health Care Savings (MSPRHCS): Non-certified Administrative Support employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan.

Full-Time employees (as defined in Article V, Sec I) eligible to receive group insurance benefits and either choose single coverage or waive coverage, shall receive \$75.00 per month into a PRHCSP managed by the MSRS.

Death of Employee: – upon an employee's death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

ARTICLE VI LEAVES OF ABSENCE

Section 1. Vacation for Full-Time 46-52 Week Employees:

Subd. 1. Vacation Benefits:

Minimum vacation benefits are defined below. The employer may grant an employee more vacation than the minimum required benefit. Vacation days earned in the current year will be prorated based on the month of resignation or retirement.

Vacation time and years of continuous service shall be computed as of July 1 of each year.

- a. If a full-time employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one and one half (1.5) days per month of service from the time of employment to July 1, but not to exceed fifteen (15) days. For example, an employee employed on March 1 would be allowed six (6) days of vacation.
- b. Fifteen (15) days of vacation time shall be allocated on July 1st for the current year until such time the years of service dictate a greater amount. For employees hired after July 1st of the year, vacation allocation will be credited on their first day of employment and will be based on the calculation in part (a) of this subdivision. Employees, who before July 1, 2021, negotiated a greater amount of vacation time shall retain their negotiated number of days.
- c. Food Service Director shall receive 88% of vacation allocation for regular 46-week contract plus 12% of vacation allocation if working the summer food service contract.
- d. After ten (10) years of continuous service, full-time employees shall receive twenty (20) days of vacation.
- e. After fifteen (15) years of continuous service, full-time employees shall receive twenty-five (25) days of vacation.
- f. In the event of separation before July 1, vacation time shall be computed at the rate of one and one half (1.5) days per month, but not to exceed fifteen (15) days. Employees whose longevity entitles them to more than fifteen (15) days yearly vacation shall have vacation time prorated from July 1 to the separation date.

- g. Personnel shall be given reasonable and practical choice of vacation periods possible, pending supervisor's approval.
- h. An employee may take vacation time anytime during the fiscal year (July 1 through June 30) upon request and agreement from the employee's supervisor. Members may carry over ten (10) days of unused vacation to the next year. Carry over days must be used within the next fiscal year.
- i. Upon becoming a full-time employee eligible for vacation, employees may be eligible for credit for their years of part-time service with the Cloquet School District if they have worked a minimum of thirty (30) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a minimum of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

Subd.2. Termination or Death: Upon termination of employment or death of employee, all earned and unused vacation will be paid to the employee or his/her beneficiary at their daily rate of pay accumulated according to Subdivision 2, Paragraph F. Association members must designate a beneficiary in order for the beneficiary to receive these benefits.

Section 2. Holiday for Full-Time 46-52 Week Employees:

Subd1. Benefits: The following paid holidays shall be granted to full-time 46-52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year's Day Two (2) days
- President's Day One (1) day
- Good Friday One (1) day
- Memorial Day One (1) day
- Juneteenth One (1) day
- July 3, 4, or 5 Two (2) days
- Labor Day One (1) day
- Thanksgiving Two (2) days
- Christmas Two (2) days
- Total: Thirteen (13) paid holidays

If work is required on a holiday, the employee shall be allowed to flex their holiday.

Section 3. Emergency Leave: Three (3) working days per year may be granted with the approval of the superintendent. Emergency leave will not be deducted from sick leave. With approval of the superintendent, the employee may use emergency days when due to a school cancellation.

Section 4. Sick Leave:

- a. Effective July 1, 2019, members shall earn sick leave at a rate of 13 days per year.
- b. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed 13 days.

Example: An employee employed on November 1 will immediately be credited with twelve (12) days of sick leave, which is one and one-half (1½) days per month for an eight (8) month period.

- c. 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, grandchildren, foster children, or parent.
- d. As of July 1, 2014, sick leave accumulation will be unlimited.

Note: The 2013 Legislature amended a sick leave law which will take precedence over the language in this contract as long as this law is in place. This law allows for 160 hours or 20 days of available sick leave in any 12-month period to be used for absences due to an illness of or injury to an employee's adult child, spouse, sibling, parent, grandparent, or stepparent.

Subd. 1. Sick Leave Incentive: Non-Certified Administrative Support Association members who use three or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

Section 5. Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child. Additional time may be granted, at the discretion of the superintendent, upon written evidence of such special need for such additional time.

Section 6. Leave of Absence: An employee may be granted a leave of absence at the school board's discretion. A leave of absence, when granted, may be for educational leave, personal illness, illness or death in the family requiring one's assistance, or pregnancy. Such leave of absence shall be without compensation expense allowance from District funds. Consecutive years of service would not be interrupted due to the leave of absence in counting consecutive years of employment to qualify for a benefit.

Section 7. Personal Leave: Qualified employees shall be allowed three (3) days per year with pay, non-cumulative, for personal reasons.

Section 8. Association Leave Days: Absences or leave time will not be assessed to employees who participate in negotiations or other Association activities approved by the District's administration.

ARTICLE VII SUPPLEMENTAL BENEFITS

Section 1. Membership Dues: The District shall pay the state and national membership dues in the designated professional organizations for the members with superintendent approval.

Section 2. Conferences, Workshops and Meetings: Members shall be allowed to attend their respective state and national conferences as well as relevant workshops and meetings pending superintendent approval. Expenses will be paid as per District policy.

Section 3. Automobile: The District shall compensate member for business use of member's private vehicle at the federal mileage rate.

The American Indian Education Director, Food Service Director and Community Education Director shall receive \$60.00 per month for travel within the District. Travel outside the district shall be reimbursed when proper documentation is submitted on district forms.

Section 4. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

ARTICLE VIII PROBATIONARY PERIOD

Section 1. Probationary Period: Members shall serve a one-year (1) year probationary period from the start of employment in an Association position.

ARTICLE IX GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing *denovo*.

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

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

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been

submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Section 10. Timeline Extension: The timeline specified in this article may be extended at any step of the process by mutual agreement between the Association and the Superintendent or School Board.

**ARTICLE X
DURATION**

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event the Affordable Health Care Act or some other federal or state regulation regarding insurance benefits for employees negatively affects the Non-Certified Administrative Support contract or District, the parties agree that this contract may be re-opened for negotiation.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except by mutual agreement.

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

Section 5. Notification: In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least ninety (90) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

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

For:
Cloquet Non-Certified Administrative
Support Association

For:
Independent School District No. 94

Name of Organizational Representatives:

Name of Organizational Representatives:

Teresa Angell, President

Nate Sandman, School Board Chair

Mary Marciniak, Secretary

Melissa Juntunen, School Board Clerk

Adrienne Strickland, Treasurer

Dr. Michael Cary, Superintendent

**ATTACHMENT A
SALARY
SCHEDULES**

2023-2024*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
District Accountant	\$56,306.00	\$57,809.04	\$59,352.20	\$60,936.55	\$62,563.19	\$64,233.25	\$65,947.90	\$67,662.55
Executive Assistant	\$58,132.76	\$59,684.56	\$61,277.78	\$62,913.53	\$64,592.95	\$66,317.20	\$68,087.47	\$69,906.00
Food Service Director	\$61,446.36	\$63,086.61	\$64,770.64	\$66,499.63	\$68,274.78	\$70,097.31	\$71,968.49	\$73,889.62
Indian Ed Director	\$59,547.80	\$61,137.37	\$62,769.38	\$64,444.95	\$66,165.24	\$67,931.46	\$69,967.68	\$71,509.82
Community Ed Director	\$80,665.92	\$82,819.22	\$85,030.84	\$87,241.63	\$89,509.91	\$91,837.17	\$94,224.94	\$96,674.79

2024-2025*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
District Accountant	TBD							
Executive Assistant	TBD							
Food Service Director	TBD							
Indian Ed Director	TBD							
Community Ed Director	TBD							

* Salary Schedule will increase by the same percentage as Education Minnesota - Cloquet for each year of the contract

ATTACHMENT B HEALTH INSURANCE COSTS

INSURANCE INFORMATION - NEW HIRES						
2023-2024	Annual	District	Employee	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	Pays/Year	Pays/Year	HRA/HSA		Out of Pocket Max
500 Single	\$10,672	\$10,138	\$534	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,726	\$18,024	\$11,703		\$1,000	\$1,000 per person/ \$2,000 per Family
<small>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</small>						
HDHP 1,500 Single	\$9,758	\$9,406	\$351	\$1,200	\$1,500	\$1,500
HDHP 3,000 Family	\$27,178	\$17,586	\$9,592		\$3,000	\$3,000
<small>\$1,500/\$3,000 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,500 until the family \$3,000 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</small>						
HDHP 3,500 Single	\$8,409	\$8,327	\$82	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$23,422	\$16,813	\$6,610		\$7,000	\$3,500 per person/ \$7,000 per Family
<small>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 5,000 Single	\$7,689	\$7,689	\$0	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$21,416	\$17,205	\$4,211		\$10,000	\$5,000 per person/ \$10,000 per Family
<small>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 6,750 Single	\$7,008	\$0	\$7,008		\$6,750	\$6,750
HDHP 13,500 Family	\$19,519	\$0	\$19,519		\$13,500	\$6,750 per person/ \$13,500 per Family
<small>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						

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

*If you have a district eligible spouse (see your contract for a definition of district eligible spouse) you are entitled to a \$1950 premium reduction and a \$750 HSA/HRA district contribution.

An employee who qualifies for health insurance through the Affordable Care Act (ACA) but does not qualify for district contribution towards health insurance plans due to hours/months worked may purchase a district insurance plan with no contribution from the school district.

	Benefit Year Start Date
\$500/\$1000 Plans	September 1st
\$1500/\$3000 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st

From the Desk of:

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

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Accept donation from Cloquet youth lacrosse association

Please approve the following donation from the Cloquet youth lacrosse association

\$5700 to pay for new lacrosse jerseys

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

PR

