



Cloquet Public Schools

Regular Meeting

Monday, November 25, 2024 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. Tuesday, December 3, 2024 - AFSCME Custodial Negotiations - 2:15 p.m. - Boardroom	
2. Monday, December 9, 2024 - Regular School Board Meeting	
5:30 p.m. Working Session	
* Madrigals Performance	
* CHS Music Program Update and Proposed 2026 NYC Trip	
6:00 p.m. Truth in Taxation Meeting	
6:15 p.m. Regular Meeting	
3. Monday, December 16, 2024 - District Technology Committee Meeting - 4 p.m. - CMS Conference Rm B	
4. Thursday, December 12 , 2024 - AFSCME Custodial Negotiations - 2:30 p.m. - Boardroom	
XIV. Adjournment	

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IV. Consider Approval of School Board Minutes

1. November 11, 2024 School Board Meeting Minutes

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

1. Building and Department Reports

VI. Claims, Hand Checks, Treasurer's Report, Investments Report and Food Service Report

1. Claims, November 8 & 15, 2024
2. Hand Checks, November 11 & 12, 2024
3. Treasurer's Report, September 2024
4. Investments Report, September 2024
5. Food Service Report, October 2024

VII. Consent Items

1. Resignation Letters

- a. School Board Member (Sarah Buhs)
- b. Head Football Coach (Jeff Ojanen)
- c. 6.75 hrs./day Paraprofessional at NLA (Leilani Thomas)
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- m. Program Aide at Li'l Lumberjacks/Thunder (Makayla Linden)
- n. EXCEL Targeted Service Staff for Washington and Churchill Elementary Schools

3. *Extra Service Contracts*

- a. Fall Musical Helper (Chandra Allen)
- b. Activity Funded Wrestling Helpers (Warren Hietela and Griffen Fjeld)
- c. Nordic Ski Team Volunteer (Ken Ripp)

4. *Permission to Post*

- a. Head Football Coach
- b. Two (2) Paraprofessionals at Northern Lights Academy (NLA)

5. *Grant Applications/Grant Awards/Donations*

- a. No Child Left Inside Mini Grant Application with MN Dept of Natural Resources for CMS/CHS Unified Physical Education Archery Program

VIII. School Board Committee Report

- 1. Student Enrollment Report as of November 21, 2024

IX. Agenda Addendums

X. New Business

- 1. Consider Approving the 2024-2026 AFSCME Dietary Agreement
- 2. Consider Approving the 2024-2026 Secretarial Agreement
- 3. Consider Approving the Resolution Accepting the Grant From The Northland Foundation Towards CAAEP's Aquatics Program
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- 6. Consider Approving the Revisions to Policy 423.5 Retirement Benefits for Non-Union Employees and Waiving 2nd and 3rd Reading (changes for CE approved in 2018)

XI. Superintendent's Report

- 1. Special Election vs. Appointing New School Board Member
- 2. Organizational Meeting Date Choice (1/6/25 or 1/20/24)
- 3. MREA 2024 Innovation Program Award (Rod Syck)
- 4. Student Immunizations

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- 1. 7AA Activities Director of the Year - Paul Riess

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November 11, 2024

Board Chair, N. Sandman called the meeting to order at 5:30 p.m.

Topics discussed:

Dr. Cary reviewed the agenda including a 2 year leave of absence request, new catering services for childcare, joint powers agreement for arts programs. The board discussed the survey options for elementary configuration and decided to pull the item from the agenda. There was discussion about filling the open school board seat and decisions will be made at the next meeting. There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:04 p.m.

November 11, 2024

The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on November 11, 2024, was called to order by Board Chair N. Sandman at 6:05 p.m.

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

- Dave Battaglia
- Sarah Buhs
- Gary Huard
- Melissa Juntunen
- Nate Sandman

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- Candace Nelis, Business Manager
- Brock Wilton, Building and Grounds Director
- Ashlee Lennartson, EMC Representative
- Bill Bauer, Technology Support Specialist
- Nichole Diver, School Board Member Elect
- LeeAnn Butler, School Board Member Elect
- Jana Peterson, Pine Knot Newspaper Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.

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 S. Buhs to approve November 11, 2024, regular board agenda, with removing new business item #3 engaging with Morris Leatherman Co. for elementary configuration study. N. Sandman seconded the amended motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by G. Huard to approve the October 28, 2024, Regular Meeting minutes, as presented. D. Battaglia 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

- No public comment. Building and Department Reports were reviewed. B. Wilton, gave an update on winter projects and new skid steer.

CONSIDER APPROVAL OF CLAIMS, TREASURER'S REPORTS AND INVESTMENT REPORTS

- RESOLVED S. Buhs to approve Claims, November 1, 2024; Treasurer's Reports, July and August 2024; Investment Reports, July and August 2024, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

CONSENT ITEMS

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

1. Resignations:

- a. Makayla Jasken, 6.75 hrs./day School Nurse at CMS, effective November 20, 2024
- b. Kaylee Peterson, 3.5 hrs./day Food Service Staff at CMS, effective November 1, 2024

2. Recommendations of Employment:

	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a.	Kasey Greensky	7.5 hrs./day AIE Home School Liaison at CAAEP	\$21.39 Step 4	11/18/24
b.	Bryant Mason	6.5 AIE Floating Tutor (District Wide)	\$19.43 Step 1	11/13/24
c.	Vickie Nordin	Makoons Club Instructor (up to 5 hrs./week)	\$28.00	11/18/24
d.	Arianna Rabideaux	Makoons Club Instructor (up to 5 hrs./week)	\$28.00	11/18/24
e.	Tara Anderson	Makoons Club Site Facilitator (up to 5 hrs./week)	\$24.00	11/18/24

f.	Debra Hartwig	Makoons Club Assistant (up to 5 hrs./week)	\$24.00	11/18/24
g.	Mary Helgeson	Makoons Club Assistant (up to 5 hrs./week)	\$24.00	11/18/24
h.	Sarah Burger	Makoons Club Assistant (up to 5 hrs./week)	\$24.00	11/18/24
i.	Lea Bonander	Makoons Club Assistant (up to 5 hrs./week)	\$24.00	11/18/24

3. Extra Services Contracts

a.	Ken Wolleat	Head Girls Golf Coach	\$4,309.00	Spring 2025
b.	Kim Broman	Gifted/Talented Coordinator at Washington	\$1,500.00	ASAP 2024-25
c.	Jazlyn Gunderson	Nordic Ski Volunteer Coach		
d.	Griffin Fjeld	Wrestling Volunteer Coach		

4. Permission to Post

- 6.75 hrs./day 1:1 Paraprofessional at NLA
- 6.75 hrs./day School Nurse at Cloquet Middle School

5. Staffing Adjustments

- Niccole Grover, CHS Nurse, from 5 to 4 days per week for approximately 2-3 months.
- D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SCHOOL BOARD COMMITTEE REPORT

- Enrollment report from November 6, 2024, was reviewed.

AGENDA ADDENDUMS

- There were none.

SCHOOL BOARD ELECTIONS

- RESOLVED by N. Sandman to approve the resolution canvassing returns of votes of school district general election on Tuesday, November 5, 2024, 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 G. Huard authorizing issuance of certificates of election and directing school district clerk to perform other election related duties, as presented. D. Battaglia seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

NEW BUSINESS

- RESOLVED by D. Battaglia to approve a request for a two (2) year leave from a teacher, Katherine Nistler, 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 M. Juntunen to approve the contract with Chickadee Catering Company to provide meals to Li'l Lumberjacks and Li'l Thunder Learning Centers on school release days and during the summer, 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 joint powers agreement with the State of MN MDE for culturally responsive arts education (CRAE), as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT REPORT

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

FOR YOUR INFORMATION

- Washington Elementary is a Unified Champion School
- Washington Elementary November Newsletter

UPCOMING MEETINGS/EVENTS

- Tuesday, November 12, 2024 - DAC Meeting - 4 p.m. - Boardroom
- Thursday, November 14, 2024 - AFSCME Secretarial Negotiations - 4 p.m. - Garfield Boardroom
- Tuesday, November 19, 2024 - Community Ed Advisory Meeting - 5:30 p.m. - CE Conf. Rm.
- Wednesday, November 20, 2024 - Equity Committee Meeting - 4 p.m. - Washington Elem.
- Monday, November 25, 2024 - District Technology Committee Meeting - 4 p.m. - CMS Conf. Rm. B
- Monday, November 25, 2024 - School Board Meeting 5:30 p.m. Working Session, 6:00 p.m. Regular Meeting

- Monday, December 9, 2024 - School Board Meeting, 5:30 p.m. Working Session, 6:00 p.m. Truth in Taxation Meeting, 6:15 p.m. Regular Meeting

ADJOURNMENT

There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:12 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Department Reports

Churchill Elementary:

Hello From Churchill,

Churchill had a 94% family attendance for our last round of conferences. Churchill's PBIS committee is planning a trimester one outside reward event for our students.

This will take place the week of December 2nd. The grade three Veteran's Day music program was very well attended. Thank you to Mrs. Roemhildt for her recognition of all of our armed services veterans.

The Churchill Fun Committee held a staff chili cook-off for lunch on Wednesday, 11/20. Churchill patrol students attended a reward event at Premiere Theater on 11/20. PLC meetings with our teachers continue to focus on program goals and LETRS training. Excel reading and math begins the week of 12/2. Churchill Makoons club began the week of 11/18.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

Washington updates:

-3rd grade music program on 11/21 was a tremendous success! Great job to our students and Mrs. Buytaert!!

-Patrols enjoyed a movie at the theater this week as a thank you for their hard work!

-Makoons Club began on 11/18 for Washington students. We're thankful for the staff who were willing to support the program so that it can take place at Washington and serve the students of our community (Churchill students come over to Washington on Wednesdays, and Monday is the Washington focused group also at Washington)

-EXCEL reading and math after school groups are being formed and student invites have been sent to families who have a child that meets criteria to be invited. The first day of EXCEL will be December 3rd and we will be hosting students in grades 1-4 again this year!

-Trimester one wraps up on November 27th. Grades are being entered and report cards will go home in early December.

-PIE is hosting a pizza fundraiser again this year! Proceeds go directly back to our school community and we're super grateful for PIE's generosity as they recently fully funded the roller-skating unit for all students in grades 2-4 and they are also fully funding our building-wide trip to the movie theater before Winter Break!! We are asking our families and community to consider buying a frozen pizza or two to support PIE and ultimately our students!



Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

- Quarter one ended on November 1, and grades were updated for families in Infinite Campus.
- Picture Retakes were completed on October 29, and the new student images for the 2024-2025 school year have been uploaded into Infinite Campus.
- Staff worked on LETRS training during the November 4 in-service.

5th Grade Night Out with Jeff Lindstrom:

Jeff Lindstrom's class was invited to camp outside CMS for the night. During the campout, they made a fire, roasted smores, and learned about canoeing. They also explore the wooded area around CMS. For some students, this is their first opportunity to camp outside. All the students are expected to attend school the next day. Which they do, and you can hear them excitedly talk about the experience throughout the day.



CMS Unified:

Fifty-one players and volunteers from Cloquet Middle and High School participated in a Unified Bocce Ball Invitational last Friday in Proctor!



Cloquet High School:

- Mamma Mia was performed last weekend. I hope you got a chance go see it – it was outstanding! Corey Hunt and his staff put together a show CHS is very proud of. All four shows were sold out!
- A Career Fair was held on 11/20 – we had 25 businesses/agencies on campus.
- Winter Sports have started – we have girls hockey, girls basketball, and boy hockey are all competing this week. Boys basketball and wrestling get going next week. Skiing will follow when the weather cooperates.
- Paul Riess was named the Region 7AA activities director of the year for 2024.
- Our first Band and Choir concerts of the year start next week.

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

Last week, CAAEP teacher Rod Syck was honored at the Minnesota Rural Education Association (MREA) Summit at Cragun’s Resort and Conference Center in Brainerd, MN, with the **Innovation Program Award**. They created a video to highlight his Aquatics Program, and he did a great job when he spoke to the entire large group as he accepted the award. The video and article are found [HERE](#). Throughout the conference. Speakers referred to him and wanting to know more about his Aquatics Program in an effort to create something similar, and he connected with teachers throughout the state who either wanted to copy his program in their school, who had something to offer him that might be of interest or value to add to his program, and those who were just simply inspired by what he has done and created. Obviously, now- retired CAAEP Principal Connie Hyde was key in the development of this program and was the person who nominated him and Aquatics for the award last year. I am honored to ride the coattails of its success!



Submitted by Dr. Marcia Nelson, CAAEP Principal

Community Education

Early Childhood Family Education

It's been a busy year so far! Our Baby & You class, Wonderful Ones, and our evening Mixed Ages class have all filled! Our next Early Childhood Screening dates take place February 18 - 20.

National Community Education Day

We celebrated National Community Education Day on Thursday, November 14th. In the past year, we have held 958 classes and programs for 10,416 participants! We currently employ around 80 staff, several of whom serve other roles in the district.



Submitted by Erin Bates, Community Education Director

Business Department:

The Business Office has been busy with back pay for the contracts that have settled or are getting ready to settle. This is a huge process, so we like to utilize any time that we can to work on that. I have also been working on the Truth in Taxation presentation and getting ready for the December 9th meeting. Once the 1st of the year rolls around, we will be working on W-2's, 1095's, Revised 2024-2025 budget and the 2025-2026 budget.

Submitted by Candace Nelis, Business Manager

American Indian Education Department:

Greetings School Board Members,

Cloquet Schools is in its second year of providing a creative opportunity through the MN DEED Grant, Framework Ogichidaag. About 18 months ago AIE helped formulate and develop an idea that has been funded and delivered through Cloquet High School CTE to increase accessibility to trade classes for Fond du Lac Ojibwe School students. Mrs. Wick has poured countless hours into grant writing, teaching, reporting and adjusting the plan to fit the needs of the students. Several meetings between schools and with our stakeholders take place throughout the year. We are currently looking at the next cycle of funding and have high hopes that we can increase access and participation. In late August, we took part in a Monitor Review of the first year programming and was pleased to have no action taken on any of our initiatives and praise the work that has already been done to successfully provide services.

Miigwech to Phil & Alyssa Savage as well as 13 Moons program for the manoomin hotdish shared at Cloquet High School during Native American Heritage Month. Miigwech to Willilam Howes for sharing your baaga'adowewin knowledge at Churchill this month. Miigwech to Kari Stroik and Victoria McMillen for setting up additional culture supports in our Elementaries through FDL School-Linked Mental Health. We are fortunate to have the talent and vision of our community members backing up American Indian Education and Cloquet Schools.

December JOM & LIEC Parent Committee meetings will be a potluck/winter clothing drive. A presentation on the Land Acknowledgement work from the district's DEI committee will also be performed as well as an opportunity to provide feedback. Location TBD.

Welcome Kasey Greensky - CAAEP IHSL & Bryant Mason-Tutor to AIE! The addition of these two incredible individuals makes AIE completely staffed.

Makoons Club had a successful first week of programming. Participant registrations are maxed out and waiting lists for both sites have been created. Looking forward to sharing new literature and connecting with youth in a shared learning space.

Submitted by Teresa Angell, American Indian Education

Building and Grounds

1. CHS – Active Projects

- Electrical modifications to the shop areas to accommodate new equipment
- Exterior door repairs (6,7,10,17,20) including a garage door replacement at Door 19
- New signage for bus entry areas and handicap parking area
- Auditorium door closure upgrades
- Bathroom sink replacements for the boys bathrooms. Girls are completed
- Outside light repairs/replacements in select areas
- Roof Upgrades – Summer 2025

2. CMS – Active Projects

- Seal replacement for pump - pool area
- Low pressure transducer replacement – pool area
- Chiller compressor replacement – pool area
- Hose bib installation – pool area
- BMS upgrade to take place in December – Winter Break

3. Washington – Active Projects

- Side basketball hoop replacements
- Cracked window repairs
- Cafeteria table replacements – Winter Break
- First Grade Wing Project – Out for Bid in January 2025
- Playground replacement project – Summer 2025

4. Garfield – Active Projects

- Boiler room water infiltration project – Completed
- Gym AHU repairs

5. Churchill – Active Projects

- Cafeteria table replacements – Winter Break
- Door 16 repairs

- ECFE emergency exit door
- Window replacement project – Summer 2025

We are continuing to interview/hire substitute part time cleaners to assist with coverage for the extended leave in one of our Part Time Cleaner positions.

Submitted by Brock Wilton, Building and Grounds Director

Technology

T.J. Smith, Technology Director will present at the meeting.

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$46,746.13
02	Food Services	\$15,512.93
03	Transportation	\$13,371.33
04	Community Services	\$4,017.94
05	Capital Expenditure	\$11,866.06
12	Activities	\$5,679.75
Report Total		\$97,194.14

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	105408	25344	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	11/07/2024	361.25
		105475	25345	Check	1	9300		ALLEN, CHANDRA	Yes	No	No	USD	11/07/2024	25.00
		105459	25346	Check	1	6516		ANDERSON, HEIDI	Yes	No	No	USD	11/07/2024	149.98
		105412	25347	Check	1	1006		ARROWHEAD SPRINGS	Yes	No	No	USD	11/07/2024	199.00
		105423	25348	Check	1	10935		ARROWHEAD WATER	Yes	No	No	USD	11/07/2024	63.80
		105456	25349	Check	1	6134		AT&T MOBILITY	Yes	No	No	USD	11/07/2024	1,028.75
		105409	25350	Check	1	03250		B & B MARKET	Yes	No	No	USD	11/07/2024	134.00
		105411	25351	Check	1	10004		BAILEY KATHLEEN	Yes	No	No	USD	11/07/2024	743.92
		105467	25352	Check	1	8267		BARRA, ELIZABETH	Yes	No	No	USD	11/07/2024	7.28
		105410	25353	Check	1	05105		BERNICKS VENDING	Yes	No	No	USD	11/07/2024	387.00
		105449	25354	Check	1	5013		BERUBE, LISA	Yes	No	No	USD	11/07/2024	85.17
		105436	25355	Check	1	14850		BLICK ART MATERIALS	Yes	No	No	USD	11/07/2024	189.00
		105454	25356	Check	1	5657		BORDEN, MARY	Yes	No	No	USD	11/07/2024	19.88
		105428	25357	Check	1	11231		BP BUILDERS	Yes	No	No	USD	11/07/2024	11,000.00
		105463	25358	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	11/07/2024	483.36
		105427	25359	Check	1	11103		CICH ELINOR	Yes	No	No	USD	11/07/2024	79.35
		105414	25360	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	11/07/2024	8,938.07
		105424	25361	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	11/07/2024	7,366.51
		105421	25362	Check	1	10840		CLOQUET YOUTH BASKETBALL ASS	Yes	No	No	USD	11/07/2024	425.00
		105433	25363	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	11/07/2024	1,491.00
		105434	25364	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	11/07/2024	1,960.00
		105478	25365	Check	1	9578		CONSTELLATION NEWENERGY -GA	Yes	No	No	USD	11/07/2024	3,777.89
		105458	25366	Check	1	6347		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	11/07/2024	276.77
		105438	25367	Check	1	1694		ESSE, CHRISTINE	Yes	No	No	USD	11/07/2024	41.26
		105473	25368	Check	1	9009		GILBERT, SYDNEY	Yes	No	No	USD	11/07/2024	261.35
		105435	25369	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	USD	11/07/2024	182.29
		105455	25370	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	11/07/2024	2,440.99
		105474	25371	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	11/07/2024	260.52
		105422	25372	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	USD	11/07/2024	2,964.00
		105425	25373	Check	1	11023		J.J. KELLER & ASSOCIATES INC	Yes	No	No	USD	11/07/2024	204.61
		105445	25374	Check	1	4331		JAZDZEWSKI, JAMIE	Yes	No	No	USD	11/07/2024	501.86
		105413	25375	Check	1	10183		JERDE, ALLISON	Yes	No	No	USD	11/07/2024	109.46
		105431	25376	Check	1	11377		JOHNSON LISA	Yes	No	No	USD	11/07/2024	391.19
		105440	25377	Check	1	28575		K - 1 SPORTS	Yes	No	No	USD	11/07/2024	650.00
		105469	25378	Check	1	8418		KEMPS LLC	Yes	No	No	USD	11/07/2024	9,436.80
		105439	25379	Check	1	2076		KOŁODGE, JENNIFER	Yes	No	No	USD	11/07/2024	36.96
		105452	25380	Check	1	5608		KRAFTHEFER, MATTHEW	Yes	No	No	USD	11/07/2024	109.96
		105441	25381	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	11/07/2024	498.02
		105442	25382	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	11/07/2024	13,970.39
		105468	25383	Check	1	8338		LENNARTSON ANGELA	Yes	No	No	USD	11/07/2024	83.48
		105444	25384	Check	1	3602		LINDE GAS & EQUIPMENT INC	Yes	No	No	USD	11/07/2024	403.18

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	105482	25385	Check	1	9879		MARSHALL SCHOOL	Yes	No	No	USD	11/07/2024	150.00
		105429	25386	Check	1	11375		MCCOY CONSTRUCTION & FORESTI	Yes	No	No	USD	11/07/2024	799.00
		105419	25387	Check	1	10765		MINERS INCORPORATED	Yes	No	No	USD	11/07/2024	283.52
		105443	25388	Check	1	3125		MINNESOTA DEPARTMENT OF HEAL	Yes	No	No	USD	11/07/2024	3,855.00
		105416	25389	Check	1	10672		MRI SOFTWARE LLC	Yes	No	No	USD	11/07/2024	48.00
		105430	25390	Check	1	11376		NELSON JOY	Yes	No	No	USD	11/07/2024	73.20
		105437	25391	Check	1	1539		NIEMI, BRENDA	Yes	No	No	USD	11/07/2024	49.98
		105415	25392	Check	1	10456		NOVAK JANICE	Yes	No	No	USD	11/07/2024	40.00
		105479	25393	Check	1	9740		PAITRICK KYRA	Yes	No	No	USD	11/07/2024	71.00
		105465	25394	Check	1	7771		PAMS LUNCHROOM LLC	Yes	No	No	USD	11/07/2024	99.48
		105420	25395	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	USD	11/07/2024	300.00
		105451	25396	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	11/07/2024	526.25
		105432	25397	Check	1	11378		POLLOCK BETTY	Yes	No	No	USD	11/07/2024	75.00
		105466	25398	Check	1	7967		PROSEN, SARA	Yes	No	No	USD	11/07/2024	3.82
		105457	25399	Check	1	6320		RANDALL, DUSTIN	Yes	No	No	USD	11/07/2024	495.00
		105460	25400	Check	1	6703		RAYMOND GEDDES CO INC	Yes	No	No	USD	11/07/2024	146.21
		105480	25401	Check	1	9816		REGION 7A	Yes	No	No	USD	11/07/2024	3,115.00
		105470	25402	Check	1	8572		ROEMHILDT, MICHAEL L	Yes	No	No	USD	11/07/2024	130.00
		105477	25403	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	USD	11/07/2024	19.18
		105448	25404	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	USD	11/07/2024	736.17
		105418	25405	Check	1	10758		SCHOLASTIC INC	Yes	No	No	USD	11/07/2024	3,383.18
		105472	25406	Check	1	8901		SCHOOL FIX	Yes	No	No	USD	11/07/2024	67.06
		105462	25407	Check	1	7075		SCHOOL HEALTH CORPORATION	Yes	No	No	USD	11/07/2024	373.03
		105417	25408	Check	1	10714		SECTION 7AA	Yes	No	No	USD	11/07/2024	2,165.00
		105481	25409	Check	1	9874		SKYLINE SOCIAL & GAMES	Yes	No	No	USD	11/07/2024	300.00
		105471	25410	Check	1	8631		SQUIRES, WALDSPURGER & MACE I	Yes	No	No	USD	11/07/2024	522.50
		105450	25411	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	11/07/2024	1,663.89
		105446	25412	Check	1	4553		STEWARTS BIKES & SPORTS	Yes	No	No	USD	11/07/2024	2,316.98
		105426	25413	Check	1	11038		SUNDQUIST JOHN	Yes	No	No	USD	11/07/2024	112.24
		105464	25414	Check	1	7518		SYCK, RODERICK	Yes	No	No	USD	11/07/2024	34.64
		105447	25415	Check	1	4751		TKE ELEVATOR CORPORATION	Yes	No	No	USD	11/07/2024	963.94
		105483	25416	Check	1	9911		UMD DEPARTMENT OF MUSIC	Yes	No	No	USD	11/07/2024	200.00
		105453	25417	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	11/07/2024	1,942.55
		105461	25418	Check	1	7042		WATSON COMPANY	Yes	No	No	USD	11/07/2024	246.43
		105476	25419	Check	1	9451		WITTE, LONNA	Yes	No	No	USD	11/07/2024	148.59

Bank Total: 2

\$97,194.14

Report Total:

\$97,194.14

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$104,684.29
02	Food Services	\$60.00
03	Transportation	\$305.43
04	Community Services	\$2,033.23
05	Capital Expenditure	\$9,657.58
12	Activities	\$5,288.09
Report Total		\$122,028.62

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		105487	25422	Check	1	10159		ADVANCED SERVICES, INC	Yes	No	No	USD	11/14/2024	292.50
			105501	25423	Check	1	11382		ANDERSON MICHAELA	Yes	No	No	USD	11/14/2024	5.00
			105547	25424	Check	1	8863		ANGELL, TERESA	Yes	No	No	USD	11/14/2024	60.00
			105486	25425	Check	1	02766		ARCC	Yes	No	No	USD	11/14/2024	270.00
			105543	25426	Check	1	8268		BATES, ERIN	Yes	No	No	USD	11/14/2024	60.00
			105548	25427	Check	1	8989		BERG, HEIDI	Yes	No	No	USD	11/14/2024	41.08
			105552	25428	Check	1	9540		BIRMAN, LAURA	Yes	No	No	USD	11/14/2024	749.13
			105554	25429	Check	1	9548		BRENNER MARK	Yes	No	No	USD	11/14/2024	35.00
			105534	25430	Check	1	6391		BROMAN, KIMBERLY	Yes	No	No	USD	11/14/2024	341.96
			105537	25431	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	11/14/2024	665.98
			105488	25432	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	11/14/2024	7,878.83
			105538	25433	Check	1	7780		CLOQUET AREA FIRE DISTRICT	Yes	No	No	USD	11/14/2024	1,340.00
			105546	25434	Check	1	8797		COHEN, MICHAEL	Yes	No	No	USD	11/14/2024	504.78
			105504	25435	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	11/14/2024	439.00
			105517	25436	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	11/14/2024	1,531.18
			105502	25437	Check	1	11383		COOLE RYAN	Yes	No	No	USD	11/14/2024	1,240.00
			105493	25438	Check	1	10874		DINEEN KELLIE	Yes	No	No	USD	11/14/2024	116.00
			105529	25439	Check	1	5509		DOHNANSKY, ELIZABETH	Yes	No	No	USD	11/14/2024	60.00
			105520	25440	Check	1	4198		ELLENA, SARAH	Yes	No	No	USD	11/14/2024	677.23
			105499	25441	Check	1	11380		ERICKSON JACOB	Yes	No	No	USD	11/14/2024	101.00
			105535	25442	Check	1	6393		FAIRBANKS, CHRISTY	Yes	No	No	USD	11/14/2024	25.00
			105516	25443	Check	1	3900		FRABONIS	Yes	No	No	USD	11/14/2024	491.96
			105500	25444	Check	1	11381		FULLERTON ANDREW	Yes	No	No	USD	11/14/2024	191.00
			105513	25445	Check	1	3537		GAGNE, JESSICA	Yes	No	No	USD	11/14/2024	77.86
			105506	25446	Check	1	21450		GOPHER SPORT	Yes	No	No	USD	11/14/2024	77.86
			105507	25447	Check	1	21460		GOPHER STAGE LIGHTING INC	Yes	No	No	USD	11/14/2024	834.75
			105505	25448	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	USD	11/14/2024	1,119.68
			105532	25449	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	11/14/2024	5,854.60
			105533	25450	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	11/14/2024	1,974.02
			105557	25451	Check	1	9685		HOWIES HOCKEY INC	Yes	No	No	USD	11/14/2024	366.02
			105521	25452	Check	1	4331		JAZDZEWSKI, JAMIE	Yes	No	No	USD	11/14/2024	140.85
			105495	25453	Check	1	11071		JORDAN CRYSTAL	Yes	No	No	USD	11/14/2024	151.66
			105540	25454	Check	1	8104		JOUPPI, PETER	Yes	No	No	USD	11/14/2024	116.00
			105522	25455	Check	1	43503		JW PEPPER & SON INC	Yes	No	No	USD	11/14/2024	99.99
			105545	25456	Check	1	8749		KNUTSEN, JESSICA	Yes	No	No	USD	11/14/2024	410.71
			105508	25457	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	11/14/2024	87.51
			105509	25458	Check	1	29895		LAKE SUPERIOR COLLEGE	Yes	No	No	USD	11/14/2024	21,422.59
			105503	25459	Check	1	11384		LAKEVILLE NORTH HIGH SCHOOL W	Yes	No	No	USD	11/14/2024	350.00
			105510	25460	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	11/14/2024	1,184.80
			105523	25461	Check	1	4544		LENARZ, COLLETTE	Yes	No	No	USD	11/14/2024	523.89
			105497	25462	Check	1	11261		LILLIE MATT	Yes	No	No	USD	11/14/2024	495.00

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	105544	25463	Check	1	8722		MCDONALD, JAMIE	Yes	No	No	USD	11/14/2024	363.54
			105511	25464	Check	1	34186		MENARDS	Yes	No	No	USD	11/14/2024	23.52
			105536	25465	Check	1	7263		MENARDS HERMANTOWN	Yes	No	No	USD	11/14/2024	1,096.97
			105512	25466	Check	1	34310		MESPA	Yes	No	No	USD	11/14/2024	500.00
			105531	25467	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	11/14/2024	337.56
			105514	25468	Check	1	36400		MINNESOTA HISTORICAL SOCIETY	Yes	No	No	USD	11/14/2024	760.00
			105515	25469	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	11/14/2024	47,131.26
			105541	25470	Check	1	8133		MORRISON, KEVIN	Yes	No	No	USD	11/14/2024	120.00
			105549	25471	Check	1	9158		NEW DOMINION SCHOOL	Yes	No	No	USD	11/14/2024	3,789.61
			105560	25472	Check	1	9889		NORDIN DRAKE	Yes	No	No	USD	11/14/2024	101.00
			105518	25473	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	USD	11/14/2024	96.26
			105490	25474	Check	1	10686		NORTHLAND PIANO LLC	Yes	No	No	USD	11/14/2024	384.00
			105556	25475	Check	1	9654		O'DONNELL SARAH	Yes	No	No	USD	11/14/2024	414.73
			105542	25476	Check	1	8150		OESTREICH, CORY	Yes	No	No	USD	11/14/2024	97.00
			105492	25477	Check	1	10830		PRING JILL	Yes	No	No	USD	11/14/2024	328.64
			105525	25478	Check	1	4822		PROSEN, TIM	Yes	No	No	USD	11/14/2024	84.42
			105524	25479	Check	1	45540		QUILL CORPORATION	Yes	No	No	USD	11/14/2024	190.22
			105519	25480	Check	1	4115		RIESS, PAUL	Yes	No	No	USD	11/14/2024	29.48
			105494	25481	Check	1	10952		RW FERN ASSOCIATES INC	Yes	No	No	USD	11/14/2024	7,700.00
			105539	25482	Check	1	7949		SANDMAN, NICOLE	Yes	No	No	USD	11/14/2024	104.03
			105553	25483	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	USD	11/14/2024	152.72
			105526	25484	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	USD	11/14/2024	962.75
			105527	25485	Check	1	48761		SCHOLASTIC BOOK FAIRS	Yes	No	No	USD	11/14/2024	1,580.50
			105491	25486	Check	1	10758		SCHOLASTIC INC	Yes	No	No	USD	11/14/2024	163.31
			105528	25487	Check	1	50250		SKUTEVIKS FLORISTS	Yes	No	No	USD	11/14/2024	174.05
			105550	25488	Check	1	9175		SMITH, TREVOR J	Yes	No	No	USD	11/14/2024	60.00
			105559	25489	Check	1	9888		STANCHFIELD DOMINIC	Yes	No	No	USD	11/14/2024	120.00
			105555	25490	Check	1	9626		STRICKLAND ADRIENNE	Yes	No	No	USD	11/14/2024	154.10
			105558	25491	Check	1	9713		TURNER BOBBIE	Yes	No	No	USD	11/14/2024	495.00
			105551	25492	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	11/14/2024	1,081.75
			105530	25493	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	11/14/2024	184.47
			105498	25494	Check	1	11361		VESTIS	Yes	No	No	USD	11/14/2024	202.25
			105496	25495	Check	1	11073		WILTON BROCK	Yes	No	No	USD	11/14/2024	60.00
			105489	25496	Check	1	10482		WOOD CITY MOTORS	Yes	No	No	USD	11/14/2024	305.43

Bank Total: 2

\$122,028.62

Report Total:

\$122,028.62

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description	Total
01 General	\$219.00
Report Total	\$219.00

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	105484	25420	Check	1	10302		PETTY CASH ATTN: CANDACE NELIS	Yes	No	No	USD	11/11/2024	219.00
														Bank Total: 2	\$219.00
														Report Total:	\$219.00

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description	Total
03 Transportation	\$97,710.13
Report Total	\$97,710.13

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	105485	25421	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	USD	11/12/2024	97,710.13	
															Bank Total: 2	\$97,710.13
															Report Total:	\$97,710.13

Cloquet School District Treasurer's Report 9/30/2024

General Ledger Cash Balance

Beginning Balance	8/31/2024	(\$457,180.53)
Vouchers Paid:		(\$1,720,606.10) (A)
Deposits:		\$3,933,559.22 (B)
Journal Entries:		\$762,874.82 (C)
Payroll:		(\$2,472,977.86) (D)
Ending Balance	9/30/2024	<u>\$45,669.55</u>

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	\$536,899.50
US Bank Clearing Account	CHS	\$0.00
MSDLAF	CMS	\$96,266.55
US Bank Clearing Account	CMS	\$0.00
MSDLAF	Flex	\$25,488.79
US Bank Clearing Account	Flex	\$0.00
MSDLAF Liquid Asset	General	\$703,595.07
US Bank Disbursements	General	\$0.00
US Bank Clearing Account	General	\$23,108.10
Total of Accounts that Close to Cash		<u>\$1,385,358.01</u>

Bank Reconciliation

Bank Balance	\$1,385,358.01
Deposits Outstanding	\$0.00
Accounts Payable Checks Outstanding	(\$720,507.12)
Accounts Payable Wires Outstanding	\$0.00
Payroll Checks Outstanding	\$0.00
Third Party Payroll Wires Outstanding	(\$43,025.19)
Adjustments at the Bank but not in SMART	\$0.00
Adjustments in SMART but not at the Bank	(\$576,156.15)
Adjustment for Clearing Differences	\$0.00
General Ledger Cash Balance 1 8/31/2024	<u>\$45,669.55</u>

INVESTMENTS
2024-2025 - FISCAL YEAR

DATE: SEPTEMBER 2024

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 224.28	0.00%	Ehler's Investment Partners-Debt Servi		-	\$ (250.74)
\$ 2,358,672.02		Ehler's Investment Partners		-	\$ 7,215.27
\$ 9,055,307.86	2.07%	MSD MAX		DAILY	\$ 33,246.72
\$ 722,079.95	1.95%	MN TRUST			\$ 3,026.99
<hr/>					
\$ 12,136,284.11	- TOTAL INVESTMENT VALUE				\$ 43,238.24
	CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST & FEES				\$ 4,296.78
	TOTAL MONTHLY INTEREST				\$ 47,535.02
YTD TOTAL INTEREST AS OF 9/30/24				\$ 145,707.00	
				=====	
				\$ 75,000.00	2024-2025 BUDGET

2023-2024 - FISCAL YEAR

\$ 16,677,277.67 - TOTAL INVESTMENT VALUE 9/30/2023	\$	155,226.92	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$	230,846.07	- TOTAL INTEREST EARNED FOR FISCAL YR 2023-2024

**INVESTMENTS: FUND 06 CONSTRUCTION
2024-2025 - FISCAL YEAR**

DATE: SEPTEMBER 2024

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 39,902.04	1.95%	MN TRUST	Dividend Reinvest / Bank Fee	\$	163.81
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ 5,622,358.87		EHLERS / Ameritrade		\$	8,259.51
\$ 5,662,260.91	- TOTAL CONSTRUCITON FUND INVESTMENT VALUE				
			TOTAL MONTHLY INTEREST	\$	8,423.32

YTD TOTAL INTEREST AS OF 9/30/24

\$ 23,870.38
=====

\$ 2,500.00 2024-2025 BUDGET

2023-2024 - FISCAL YEAR

\$ 942,129.97 - TOTAL INVESTMENT VALUE 9/30/2023

\$ 28,432.15 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 46,406.18 - TOTAL INTEREST EARNED FOR FISCAL YR 2023-2024

**INVESTMENTS: FUND 45 OPEB
2024-2025 - FISCAL YEAR**

DATE: SEPTEMBER 2024

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 1,113,048.71	0.40%	MN TRUST CD	9/30/2020		
\$ 503,407.97	1.98%	MN TRUST CD	10/1/2020		\$ -
\$ 379,016.84	2.28%	MN TRUST CD	10/1/2020		\$ -
\$ -	1.86%	MN TRUST CD	10/16/2020		\$ -
\$ -	3.36%	MN TRUST CD	12/7/2020		\$ -
\$ -	3.04%	MN TRUST CD	1/28/2021		\$ -
\$ -	2.84%	MN TRUST CD	1/28/2021		\$ -
		MN TRUST	Dividend Reinvest / Bank Fee	\$	280.26
		MN TRUST	Trade Interest-Security Sale / DTC	\$	-
\$ 2,547,197.33		ASSOCIATED BANK	Dividend / BankFee / Interest	\$	6,888.65
\$ -		MID AMERICA		\$	-
<u>\$ 4,542,670.85</u>		- TOTAL INVESTMENT VALUE			

TOTAL MONTHLY INTEREST \$ 7,168.91

YTD TOTAL INTEREST AS OF 9/30/24 \$ 64,907.73

\$ 200,000.00 2024-2025 BUDGET

2023-2024 - FISCAL YEAR

\$ 3,981,108.35 - TOTAL INVESTMENT VALUE 9/30/2023	\$ 12,083.24	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ 224,305.49	- TOTAL INTEREST EARNED FOR FISCAL YR 2023-2024

FOOD SERVICE REPORT

MONTH	October	2024	
TOTAL INCOME		\$204,147.94	
TOTAL COSTS		\$160,860.53	
NET		\$43,287.41	
TOTAL INCOME PER MEAL		\$4.32	
TOATL COST PER MEAL		\$3.40	
NET		\$0.92	
MEALS		47,341 YTD - 91,200	

AVERAGE DAILY PARTICIPATION (ADP)			
	ADP ADULTS	ADP STUDENTS	PERCENTAGE ADP STUDENTS
SENIOR HIGH	4.1	376.2	53%
MIDDLE SCHOOL	3.95	518.4	73%
WASHINGTON	2.9	369.6	79%
CHRUCHILL	7.25	232.25	71%
QUEEN OF PEACE	0	74.6	86%
CAAEP	0.5	27.65	47%
NLA	0.4	10.8	76%
Totals	19.1	1609.5	68% 96% Total program
enrollment			2586
attendance			2386

FOOD SERVICE REPORT

MONTH	October	2023	
TOTAL INCOME		\$190,512.42	
TOTAL COSTS		\$163,004.48	
NET		\$27,507.94	
TOTAL INCOME PER MEAL		\$4.06	
TOTAL COST PER MEAL		\$3.47	
NET		\$0.59	
MEALS		46,969 YTD - 86,804	

AVERAGE DAILY PARTICIPATION (ADP)			
	ADP ADULTS	ADP STUDENTS	PERCENTAGE ADP STUDENTS
SENIOR HIGH	4.2	354.25	48%
MIDDLE SCHOOL	3.75	547.75	76%
WASHINGTON	3	376.75	79%
CHURCHILL	6.15	242.2	73%
QUEEN OF PEACE	0	90.8	94%
CAAEP	1.15	34.35	50%
NLA	0.25	8.65	87%
TOTALS	18.5	1654.75	68% 96% Total Program
enrollment			2668
attendance			2446

FOOD SERVICE ALLOCATION
Year 2024-2025

CLOQUET SCHOOL DISTRICT

MONTH	INCOME					COSTS						TOTAL
	705-601 STUDENT BKST	701-606 ADULT FULL LUNCH	707-601 STUDENT ALA CARTE	707-606 ADULT ALA CARTE	701-601 TOTAL	707-170 SALARIES ALA CARTE	707-490 FOOD JUICE SNACKS	707-495 MILK EXTRA	705-490 FOOD BKST	705-495 MILK BKST	705-170 SALARIES BKST	
SEPT	\$0.00	\$1,365.00	\$2,228.05	\$42.75	\$3,635.80	\$1,960.21	\$1,296.10	\$121.50	\$16,281.20	\$3,131.00	\$3,083.04	\$25,783.05
OCT	\$0.00	\$1,910.00	\$2,799.75	\$61.50	\$4,771.25	\$1,970.95	\$1,606.83	\$146.25	\$17,997.20	\$3,471.00	\$3,245.30	\$28,437.53
NOV	\$0.00											
DEC	\$0.00											
JAN	\$0.00											
FEB	\$0.00											
MAR	\$0.00											
APR	\$0.00											
May-June	\$0.00											
TOTAL	\$0.00	\$3,275.00	\$5,027.80	\$104.25	\$8,407.05	\$3,931.16	\$2,902.93	\$267.75	\$34,278.40	\$6,602.00	\$6,328.34	\$54,220.58

MONTH October 2024 FOOD SERVICE REPORT

General Journal Entries Allocation of Ala Carte

INCOME		DEBIT	CREDIT
02-005-000-000-701-601	Sales of Lunches	\$4,771.25	
02-005-000-000-705-601	Student Breakfast		\$0.00
02-005-000-000-701-606	Adult Lunches		\$1,910.00
02-005-000-000-707-601	Student Ala Carte		\$2,799.75
02-005-000-000-707-606	Adult Ala Carte		\$61.50
EXPENSES			
02-005-770-000-707-1770	Salaries Ala Carte	\$1,970.95	
02-005-770-000-707-490	Food Other	\$1,606.83	
02-005-770-000-707-495	Milk Other	\$146.25	
02-005-770-000-705-490	Food Breakfast	\$17,997.20	
02-005-770-000-705-495	Milk Breakfast	\$3,471.00	
02-005-770-000-705-1770	Salaries Breakfast	\$3,245.30	
02-005-770-000-701-1770	Cooks Asst. Salaries		\$5,216.25
02-005-770-000-701-490	Food Type A		\$19,604.03
02-005-770-000-701-495	Milk Type A		\$3,617.25



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: November 21, 2024
RE: Recommendation for Employment

I am recommending the employment of Mr. Ray Timmerman for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 at the Carlton location for the remainder of the 2024-2025 school year.

RATE OF PAY: Step 1 of the Master Agreement
TOTAL COST: \$19.43 per hour .(according to the 23-25 contract)
HOURS TO BE WORKED: 6.75 hours/day (M, T, Th, F) 6.25 hours/day (W)
START DATE: November 26, 2024
LENGTH OF CONTRACT: On going
BUDGETED CURRENT YEAR: Yes
POSTED: Yes, internally and externally.
RATIONALE FOR HIRE:

NLA is recommending Mr. Timmerman to fill one of the open paraprofessional positions at the Northern Lights Academy at the Carlton building. Mr. Timmerman is a retired teacher who recently moved to the area and is looking to still make a difference in students' education. We are excited to have him work with our students!

Being a retired teacher, Mr. Timmerman is considered highly qualified with his degrees.

(Employment is contingent upon Cloquet School Board approval.)



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: November 21, 2024
RE: Recommendation for Employment

I am recommending the employment of Ms. LileeAna O'Neil for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 at the Carlton location for the remainder of the 2024-2025 school year.

RATE OF PAY: Step 1 of the Master Agreement
TOTAL COST: \$19.43 per hour (according to the 23-25 contract)
HOURS TO BE WORKED: 6.75 hours/day (M, T, Th, F) 6.25 hours/day (W)
START DATE: December 2, 2024
LENGTH OF CONTRACT: On going
BUDGETED CURRENT YEAR: Yes
POSTED: Yes, internally and externally.
RATIONALE FOR HIRE:

NLA is recommending Ms. O'Neil to fill one of the open paraprofessional positions at the Northern Lights Academy at the Carlton building. Ms. O'Neil has experience as a PCA (personal care attendant) for a youth with autism for the past 2 years and will be a good fit in one of our classrooms for autistic students. We are excited to have her work with our students!

Employment is contingent upon Ms. O'Neil receiving passing scores on the required paraprofessional assessment to become Highly Qualified within 30 days from her date of hire.

(Employment is contingent upon Cloquet School Board approval.)



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: November 21, 2024
RE: Recommendation for Employment

I am recommending the employment of Mr. Alex Smedshammer for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 at the Carlton location for the remainder of the 2024-2025 school year.

RATE OF PAY: Step 1 of the Master Agreement
TOTAL COST: \$19.43 per hour (according to the 23-25 contract)
HOURS TO BE WORKED: 6.75 hours/day (M, T, Th, F) 6.25 hours/day (W)
START DATE: November 26, 2024
LENGTH OF CONTRACT: On going
BUDGETED CURRENT YEAR: Yes
POSTED: Yes, internally and externally.
RATIONALE FOR HIRE:

NLA is recommending Mr. Smedshammer to fill one of the open paraprofessional positions at the Northern Lights Academy at the Carlton building. Mr. Smedshammer has very good references and life experiences which make him a good candidate to work in the Northern Lights Academy. We are excited to have him work with our students!

Mr. Smedshammer has a bachelor's degree so he meets the requirements to be considered highly qualified for the position.

(Employment is contingent upon Cloquet School Board approval.)



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: November 21, 2024
RE: Recommendation for Employment

I am recommending the employment of Ms. Diane Kuklis for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 at the Carlton location for the remainder of the 2024-2025 school year.

RATE OF PAY: Step 1 of the Master Agreement
TOTAL COST: \$19.43 per hour .(according to the 23-25 contract)
HOURS TO BE WORKED: A total of 14 hours per week (Mondays and Wednesdays when students are in session)
START DATE: November 27, 2024
LENGTH OF CONTRACT: On going
BUDGETED CURRENT YEAR: Yes
POSTED: Yes, internally and externally.
RATIONALE FOR HIRE:

NLA is recommending Ms. Diane Kuklis to partially fill one of the open paraprofessional positions at the Northern Lights Academy at the Carlton building. Ms. Kuklis will be working on Mondays and Wednesdays when students are in session. Ms. Kuklis used to work for NLA prior to retiring and has been a substitute para for the last few years. She worked for NLA prior to retiring and has been a substitute paraprofessional for the last few years. She decided she would like to work a regular schedule and agreed to work the 2 days a week when we talked. I have someone else who is able to work the other three days per week. We are excited to have her work with our students again!

Ms. Kuklis is considered highly qualified to be a paraprofessional. She has a bachelor's degree with transcripts already on file.

(Employment is contingent upon Cloquet School Board³⁵ approval.)



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

TO: Dr. Michael Cary, Cloquet Superintendent
FROM: Barb Mackey, Northern Lights Academy Assistant Special Education Director
DATE: November 21, 2024
RE: Recommendation for Employment

I am recommending the employment of Mr. Gabe Zago for one posted paraprofessional positions at Northern Lights Academy Cooperative #6096-52 at the Carlton location for the remainder of the 2024-2025 school year.

RATE OF PAY: Step 1 of the Master Agreement
TOTAL COST: \$19.43 per hour (according to the 23-25 contract)
HOURS TO BE WORKED: A total of 20.25 hours per week (Tuesdays, Thursdays and Fridays when students are in session)
START DATE: November 26, 2024
LENGTH OF CONTRACT: On going
BUDGETED CURRENT YEAR: Yes
POSTED: Yes, internally and externally.
RATIONALE FOR HIRE:

NLA is recommending Mr. Zago to partially fill one of the open paraprofessional positions at the Northern Lights Academy at the Carlton building. Mr. Zago will be working on Tuesdays, Thursdays, and Fridays when students are in session. Mr. Zago has been a substitute para for the last month and has done a very good job. He is currently in college and available to work 3 days per week. I have someone else who is able to work the other two days per week. We are excited to have him work with our students!

Employment is contingent upon Mr. Zago receiving passing scores on the required paraprofessional assessment to become Highly Qualified within 30 days from his date of hire.

(Employment is contingent upon Cloquet School Board approval.)



Independent School District No. 94
Cloquet, Minnesota 55720

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

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Beth Dohnansky, Food Service Director
DATE: November 18, 2024
RE: Recommendation for Employment

I am recommending the employment of Stephen Maio for the 3.0 hour day Food Service Staff District Floater.

RATE OF PAY:	\$18.18 per hour
HOURS TO BE WORKED:	3.0 Hours/Day (Monday –Friday)
START DATE:	November 26, 2024
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	Steve has been working for food service and has been trained on the job. I believe he will be an asset to our team.

(Employment is contingent upon Cloquet School Board approval.)

BD: mm

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

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: November 14th, 2024
FROM: Erin Bates, Community Education Director
Jovanna Dobransky, Kids Corner Program Coordinator
RE: Hiring of Prisilla Pluff

I am recommending that Prisilla Pluff be hired as a Program Assistant

RATE OF PAY: \$ 16.17

HOURS TO BE WORKED: up to 40

STARTING DATE: November 26th, 2024

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Morning staff needed

QUALIFIES FOR BENEFITS: N/A

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: November 14th, 2024
FROM: Erin Bates, Community Education Director
Jovanna Dobransky, Kids Corner Program Coordinator
RE: Hiring of Katelynn Lockling

I am recommending that Katelynn Lockling be hired as a Program Aide

RATE OF PAY: \$ 12.78

HOURS TO BE WORKED: up to 40

STARTING DATE: November 26th, 2024

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Afternoon Staff needed

QUALIFIES FOR BENEFITS: N/A

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: November 18, 2024
FROM: Erin Bates, Community Education Director
Darla Pappas, Li'l Lumberjacks' Learning Center Coordinator
RE: Hiring of Brandon Crotteau

I am recommending that Brandon Crotteau be hired as a Program Assistant (Lead Teacher) at Li'l Lumberjacks' and Lil Thunder Learning Centers.

RATE OF PAY: \$16.17
HOURS TO BE WORKED: Not to exceed 40 hrs per week
STARTING DATE: November 26, 2024
PROBATIONARY PERIOD 1 year (11/26/25)
LENGTH OF CONTRACT: Ongoing
BUDGETED CURRENT YEAR: Yes
REASON FOR HIRE: Increased enrollment
QUALIFIES FOR BENEFITS: N/A

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Michael Cary, Superintendent

DATE: November 18, 2024

FROM: Erin Bates, Community Education Director
Darla Pappas, Li'l Lumberjacks' Learning Center Coordinator

RE: Hiring of Rupa Erie

I am recommending that Rupa Erie be hired as a Program Assistant (Lead Teacher) at Li'l Lumberjacks' and Lil Thunder Learning Centers.

RATE OF PAY: \$17.04

HOURS TO BE WORKED: Not to exceed 40 hrs per week

STARTING DATE: November 26, 2024

PROBATIONARY PERIOD 1 year (11/26/25)

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Increased enrollment

QUALIFIES FOR BENEFITS: After 90 days: As of 2/26/25
2 personal days

After 1 year: As of 7/1/25
5 vacation days

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Michael Cary, Superintendent

DATE: November 20, 2024

FROM: Erin Bates, Community Education Director
Darla Pappas, Li'l Lumberjacks' Learning Center Coordinator

RE: Hiring of Seth Norton

I am recommending that Seth Norton be hired as a Program Assistant (Lead Teacher) at Li'l Lumberjacks' and Lil Thunder Learning Centers.

RATE OF PAY: \$17.04

HOURS TO BE WORKED: Not to exceed 40 hrs per week

STARTING DATE: November 26, 2024

PROBATIONARY PERIOD 1 year (11/26/25)

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Increased enrollment

QUALIFIES FOR BENEFITS: After 90 days: As of 2/26/25
2 personal days

After 1 year: As of 7/1/25
5 vacation days

“Employment is subject to Cloquet School Board Approval”

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: November 14th, 2024
FROM: Erin Bates, Community Education Director
Jovanna Dobransky, Kids Corner Program Coordinator
RE: Hiring of Makayla Linden

I am recommending that Makayla Linden be hired as a Program Assistant

RATE OF PAY: \$ 16.17

HOURS TO BE WORKED: up to 40

STARTING DATE: November 26th, 2024

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Morning staff needed

QUALIFIES FOR BENEFITS: N/A

“Employment is subject to Cloquet School Board Approval”

Erin Bates,

My name is Makayla Linden, and I want to work at Kids corner and Lil lumberjacks. I have grown up with little kids always being around and I love them. I hope one day to be a speech pathologist that specializes with kids, so I feel working here will give me good experience.

Respectfully,

Makayla Linden

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: November 14th, 2024
FROM: Erin Bates, Community Education Director
Darla Pappas Lil' Lumberjacks/ Lil' Thunder Coordinator
RE: Hiring of Makayla Linden

I am recommending that Makayla Linden be hired as a Program Aide

RATE OF PAY: \$ 13.11

HOURS TO BE WORKED: up to 40

STARTING DATE: November 26th, 2024

LENGTH OF CONTRACT: Ongoing

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Morning staff needed

QUALIFIES FOR BENEFITS: N/A

"Employment is subject to Cloquet School Board Approval"

MEMORANDUM

TO: Dr. Cary, Superintendent
FROM: Dr. Marcia Nelson CAAEP Principal/Targeted Services Coordinator
DATE: November 21, 2024
RE: Targeted Services Staffing/EXCEL

I recommend that the following staff be hired for EXCEL Targeted Services:

Churchill

<u>Teacher</u>	<u>Hours/Week – (November – March)</u>	<u>Rate of Pay</u>
Elinor Cich	3	\$37.29/Hour
Allison Jerde	3	\$37.29/Hour

<u>Paraprofessional</u>	<u>Hours/Week – (Jan. – March)</u>	<u>Rate of Pay</u>
Emily Mcleod	3	per contract

Washington

<u>Teacher</u>	<u>Hours/Week – (Jan. – March)</u>	<u>Rate of Pay</u>
Sheila Kahlstorf	3	\$37.29/Hour
Julie Midas	3	\$37.29/Hour
Abbi Sewell	1.5	\$37.29/Hour
Cassie Abrahamson	1.5	\$37.29/Hour
Kim Broman	3	\$37.29/Hour
Jason Godnai	1.5	\$37.29/Hour
Amanda Gustafson	1.5	\$37.29/Hour
Aubree Jaeger	3	\$37.29/Hour

<u>Paraprofessional</u>	<u>Hours/Week – (Jan. – March)</u>	<u>Rate of Pay</u>
Patti Anderson	3	per contract

BUDGETED CURRENT YEAR: Yes. Staffing is different from original permission to post. We are filling based on staff interest to make sure the program runs.

REASON FOR HIRE: To provide instruction to students who qualify for Targeted Services

(Employment is subject to Cloquet School Board approval)

From the Desk of:

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

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Stipend for school musical help

Please approve the individual listed below. This is for an individual who helped with the school musical. This amount in addition to any taxes and benefits will be paid out of the school musical activities account. There is no cost to the school district.

Chandra Allen	School Musical	\$700
---------------	----------------	-------

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

PR

From the Desk of:

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

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Stipend for wrestling help

Please approve the individuals listed below. This is for individuals who are helping with the wrestling program. This amount in addition to any taxes and benefits will be paid out of the wrestling activities account. There is no cost to the school district.

Warren Hietela	Wrestling	\$3729
Griffen Fjeld	Wrestling	\$3729

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

PR

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: Nordic Ski volunteer

Please approve the individual listed below. This is for an individual who will help with the Nordic ski team

Ken Ripp- volunteer

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

PR



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
509 Carlton Avenue • 218-879-6721 • FAX-879-6724
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302 14th Street • 218-879-1261 • FAX-879-6941
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.cloquet.k12.mn.us>

MEMORANDUM

TO: Dr. Cary, ISD 94 School Board

FROM: Paul Riess, Activities Director

DATE: November 18th, 2024

RE: **Permission to Post**

I am requesting permission to post for a **Head Football Coach** due to the resignation of former coach.

PR



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

Barb Mackey, Asst. Special Education Director
bmackey@nlacoop.org

To: Dr. Michael Cary, Superintendent for the Cloquet Public Schools
From: Barb Mackey, Assistant Special Education Director for the Northern Lights Academy
Date: November 15, 2024
Re: Permission to Post for a Two (2) 6.75 hrs./day Paraprofessional Position

The Northern Lights Academy is requesting permission to post for two (2) 6.75 hrs./day paraprofessional positions This is due to 2 staff resignations.

Please let me know if you have any questions.

OFFICE USE ONLY		Tracking number 2025NCLI _____						
Date received _____		Time received _____		Staff administrator _____				
eligible	not eligible	Region:	NW	NE	CENTRAL	METRO	SW	SE

No Child Left Inside Grant Program 2025 - MINI Grant Application



Instructions:

- Please read the complete [Request for Proposals](#) before submitting this application.
- Do not complete your application in a browser window. Download the form and save it to your computer.
- Electronic signatures are required. Use [Adobe Acrobat Reader](#) (free) to complete your application. Other PDF software may not accurately save your information.
- Do not submit any additional information or attachments. Unrequested materials will not be reviewed.

Applications must be received by 2:00 p.m. CST on Tuesday, December 17, 2024.

Incomplete or late applications will NOT be accepted.

Submit as PDF attachment to: outreachgrants.dnr@state.mn.us, with subject line "NCLI 2025 Grant Application"

APPLICANT

Organization name _____

(If applicable) ISD # _____ or Charter school authorizer _____

(If applicable) Non-profit EIN # _____

Organization address _____

City _____ State _____ Zip _____ County _____

Contact name _____ Title _____

Phone _____ Email _____

ORGANIZATION TYPE - Select one (If none apply, your organization is not eligible to apply for this grant.)

Nonprofit organization Public/Charter school Tribal Nation or school Government, other public entity

FUNDING AMOUNT REQUESTED - \$500 minimum - \$5,000 maximum \$ _____

Match amount, including in-kind (Percentage as compared to state grant funds requested)

1-24% 25-49% 50-74% 75-99% 100%+

TARGET AUDIENCE - Who are the youth that would be served by this grant?

Educational institution, nonprofit organization, or community group where participants are based

Name (school, center, etc.) _____

Address _____

City _____ State _____ Zip _____ County _____

How many estimated youth will be reached by this program?

Pre-K _____ 1 – 4th grade _____ 5 - 8th grade _____ 9 - 12th grade _____

TARGET AUDIENCE - Continued

Participants meet one of the following limited opportunity criteria. (See pg. 7 of Request for Proposals for instructions.)

Attend schools with a reportable free and reduced-price lunch (FRPL) percentage of at least 40% during the 2023-2024 school year.

Percentage of youth who qualify for free and reduced-price lunch _____ %

School(s)/District _____

Reside in areas with a childhood poverty percentage above the Minnesota average of 10.9%.

Percentage of children under 18 below the poverty level _____ %

Area _____ County _____ Township _____ City _____ Zip Code _____

Do not meet either criteria for underserved audiences.

PARTNERSHIPS

Please list any partner organizations or groups you may work with on this project.

Outdoor location where project will be delivered or implemented (park, nature center, lake, outdoor venue, etc.)

_____ Nearest City: _____

PROJECT ACTIVITIES & MATERIALS

Natural resource education or outdoor recreation supported by this project: (Check all that apply.)

- | | |
|---|---|
| <ul style="list-style-type: none"> Education classes that are held outside Training of teachers, facilitators, mentors or volunteers to deliver environmental or outdoor education or recreation Safety training for firearms, boat/water, ATV, snowmobile Programs at state Parks or Trails Programs at other parks, trails, nature or environmental learning center facilities Minnesota School Forest Program activities and trainings Outdoor Recreation activities with an educational, health or wellness component Investigations on water issues or water education | <ul style="list-style-type: none"> Shooting sports including trap, skeet, archery Hunting or Trapping Angling (Fishing) Paddle sports Cross-country (Nordic) skiing or Snowshoeing Biking or Hiking at state and local parks or trails Camping at state and local parks Snowmobiling or ATV riding Schools courses and clubs Mentoring programs Other _____ |
|---|---|

Funding will be used for the following activities or materials: (Check all that apply.)

- | | |
|--|---|
| <ul style="list-style-type: none"> Staff time for development and delivery of project Transportation or travel costs to eligible locations Program fees such as admission, tours, facility fees, or equipment rental Content experts or Consultants including hired speakers Teacher prep time or substitute teacher stipends for curriculum integration or professional development Curricula to lead outdoor or nature-based investigations Classroom set of EOE equipment such as binoculars, cameras, GPS units, compasses, or other outdoor instructional tools | <ul style="list-style-type: none"> Outdoor recreation equipment such as snowshoes, cross-country skis, kayaks, canoes, paddles, bicycles, camping gear or clothing Fishing equipment Hunting or Trapping equipment
(Firearms and ammunition are NOT eligible) National Archery in the Schools (NASP) Safety equipment Accessibility equipment Other _____ |
|--|---|

PROJECT TITLE _____

Project start date (mm/dd/yyyy) _____ Project end date (mm/dd/yyyy) _____
must be after May 1, 2025 *must be before June 30, 2026*

PROJECT SUMMARY - Describe your project and the expected outcomes. *(Use only the space provided.)*

PROJECT BUDGET

Fill in the estimated total cost of the project(s) and the grand total of the dollar amount requested (\$500-\$5,000). Applicants must commit matching funds or in-kind resources. There is no minimum required. List the value of match.

Item	Description	State grant funds	Matching amount (provided by applicant)
Transportation		\$	\$
Program fees		\$	\$
Teacher/Sub stipends		\$	\$
Curricula and materials		\$	\$
Equipment		\$	\$
Speakers/Consultants		\$	\$
Grand Totals		\$	\$

ACKNOWLEDGEMENTS *(Check each box as confirmation and add your electronic signature.)*

In submitting this application, you are making a request to be considered for grant funds administered by the Minnesota Department of Natural Resources (DNR). The DNR is committed to upholding civil rights and ensuring equal access to programs, services, and information. Better understanding of customer demographics helps us develop targeted strategies for improving our services. You are required to provide this information to be considered for grant funds. Supplying this data, which [includes both public and private data](#), gives consent to having the public data made available. Public data includes organization name, location, project title, and amount requested. Private data is required for project administration and will not be published. In accordance with [Minnesota Statute 13.356](#), email addresses and phone numbers are private data. Refusal to supply this data, both public and private, removes your eligibility to receive grant funds. DNR and Minnesota Information and Technology staff with a specific job function directly related to administering this program will have access to your specific data. Finally, the DNR provides data to parties when specifically required by court order, and as otherwise provided by law. The public data you provide can be released by the agency in response to a Data Practices Request.

I have reviewed the following documents on the [No Child Left Inside website](#): Request for proposals, Insurance requirements, and Sample grant contract agreement, including conflict of interest expectations.

My organization is aware of this application, and I have received board/admin approval to submit.

I certify I have read the application and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

SIGNED:

2024-2025 Student Enrollment Report

5/31/2024	Dates	9/6	9/18	10/9	10/23	11/6	11/21												
CHURCHILL																			
10	Early Five/Dev Kindergarten	18	19	19	19	19	19												
75	Kindergarten - All Day	60	61	61	62	62	63												
69	First Grade	69	68	67	67	67	68												
73	Second Grade	69	68	68	68	68	67												
46	Third Grade	80	81	79	79	79	79												
81	Fourth Grade	56	56	56	56	55	55												
354	TOTAL CHURCHILL	352	353	350	351	350	351	0	0	0	0	0	0	0	0	0	0	0	0
WASHINGTON																			
93	Kindergarten - All Day	98	96	97	96	97	97												
112	First Grade	102	100	102	102	102	102												
110	Second Grade	109	108	108	108	108	109												
88	Third Grade	107	106	106	106	106	106												
105	Fourth Grade	85	84	84	84	84	84												
508	TOTAL WASHINGTON	501	494	497	496	497	498	0	0	0	0	0	0	0	0	0	0	0	0
862	TOTAL ELEMENTARY	853	847	847	847	847	849	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-Elementary																		
MIDDLE SCHOOL																			
183	Fifth Grade	190	190	187	190	188	186												
183	Sixth Grade	185	185	184	186	186	183												
199	Seventh Grade	185	185	184	184	181	180												
194	Eighth Grade	198	196	198	197	195	195												
759	TOTAL MIDDLE SCHOOL	758	756	753	757	750	744	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CMS																		
HIGH SCHOOL																			
213	Ninth Grade	195	197	193	194	193	191												
184	Tenth Grade	212	209	206	205	200	199												
183	Eleventh Grade	181	181	183	182	180	180												
178	Twelfth Grade	184	185	186	185	185	182												
758	TOTAL HIGH SCHOOL	772	772	768	766	758	752	0	0	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CHS																		
2379	TOTAL HK-12	2383	2375	2368	2370	2355	2345	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL OPEN ENROLLMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CAAEP- FULL-TIME																			
82	High School (grades 9-12)	80	82	77	77	80	82												
8	Junior High (grades 6-8)	4	4	4	4	7	7												
90	TOTAL CAAEP-Full-Time	84	86	81	81	87	89	0	0	0	0	0	0	0	0	0	0	0	0
** CAAEP - PART-TIME																			
	EDHS																		
	Extended Programming																		
	Targeted Services																		
2469	GRAND TOTAL	2467	2461	2449	2451	2442	2434	0	0	0	0	0	0	0	0	0	0	0	0

*12th grade reflects their last day of school

** NOT included in totals.

DIETARY EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA**

AND

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

JULY 1, 2024 – JUNE 30, 2026

ATTEST:

AFSCME LOCAL NO. 545

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

Bargaining Unit – Dietary Staff

School Board Chair

Bargaining Unit – Dietary Staff

School Board Clerk

AFSCME Council No. 65 Representative

Superintendent of Schools

Dated: Board Approved November 25, 2024

Dated: Board Approved November 25, 2024



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ARTICLE I -- PURPOSE

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

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition

The School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

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

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

Section 2. Individual Agreements

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

Section 3. New or Modified Job Class

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

Section 4. Definitions

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

ADJUSTMENT COMMITTEE

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

ARTICLE III -- DURATION

The period of the Dietary Employee Agreement shall be from July 1, 2024 – June 30, 2026.

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

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

Section 2. Seniority:

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

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

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

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

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

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

A. Replacement of Absent Dietary Personnel:

When the head district cook or head baker is absent from work, he/she shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. When a cook is absent from work, he/she shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. When a cook's helper is absent from work she/he shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. This section is applicable only during the regular teacher school year as reflected in the school calendar. The employee replacing the absent staff member, shall receive the new classification at their current step.

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

Summer School Vacancies: Employees within the dietary department shall be given five (5) working days to apply for said position. The senior qualified applicant, as determined by the school district, given due regard to the reliability, efficiency, ability and qualifications of the individual, shall be transferred to fill the vacancy or newly created position. If positions are left unfilled after the posting period and the employer cannot hire outside of unit employees, current employees will be offered summer work by reverse seniority.

Subd. 6. Lay-Offs: In the event of a dietary lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to dietary personnel. Dietary personnel shall be laid off based on their inverse

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

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

Subd. 8. Transfers: When a dietary employee is transferred to a newly posted position, said employee shall have thirty (30) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

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

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

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

ARTICLE V BASIC SCHEDULES/RATES OF PAY/DUES DEDUCTION

Section 1. Dietary Personnel: The classifications, wages and salaries of dietary personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2024 – June 30, 2026.

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

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

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

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

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

Section 6. PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the

employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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

ARTICLE VI -- BENEFITS

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

Subd. 1. Hospitalization, Medical and Surgical Insurance:

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

2024-2025 School Year
3-3.9 hours/day = \$450
4-4.9 hours/day = \$600
5-5.9 hours/day = \$750
6 or more hours/day = \$900

2025-2026 School Year
3-3.9 hours/day= \$600
4-4.9 hours/day= \$800
5-5.9 hours/day= \$1,000
6 or more hours/day= \$1,200

Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.

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

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

- a. All eligible employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

Subd. 4. Dental Insurance:

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

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

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

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

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

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

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

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

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

Section 3. Dietary Severance Pay:

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

- Employees who have at least ten (10) years of experience working at least 25 hours per week shall receive \$100.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 hours or more per week shall receive \$75.00 for each day of unused sick leave, not to exceed 60 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience working at least 25 hours per week shall receive \$100.00 for each day of unused sick leave, not to exceed 120 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 or more hours per week shall receive \$75.00 for each day of unused sick leave, not to exceed 120 days.

Subd.2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for severance pay may designate a beneficiary or beneficiaries who will receive the employee’s severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee’s responsibility to designate a beneficiary with the district’s business office.

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

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the food service director. All such leaves shall be deducted from sick leave. Employees working less than full time (i.e., eight (8) hours per day or 173 hours per month) shall receive prorated emergency leave. If a school closing for inclement weather is not an E-learning Day, emergency leave with pay may be used by the employee.

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

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

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

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

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

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

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

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request verification for sick leave taken of three consecutive days or more. This verification may be from a physician, medical clinic, or from the District's school nurse.

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

Section 5. Personal Leave: Each dietary employee shall receive three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall not be deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be four (4).

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

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

Section 8. E-learning Days and School Closing: In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the state of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks

ARTICLE VIII -- HOLIDAYS

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

ARTICLE IX -- HOURS OF SERVICE

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

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

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

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

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

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

ARTICLE XI -- RETIREMENT

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

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

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

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

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

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

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

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

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

ARTICLE XV - - DISCIPLINE

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

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

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

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

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

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

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

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

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

ARTICLE XVI -- GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

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

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

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

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

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5)

names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

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

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

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

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

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

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

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL**

2024-2025: \$0.50 increase at each step

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ 22.33	\$ 22.75	\$ 23.15
Baker Head - Senior High	\$ 21.07	\$ 21.45	\$ 21.87
Cook - Middle School	\$ 21.07	\$ 21.45	\$ 21.87
- Washington Elementary	\$ 21.07	\$ 21.45	\$ 21.87
- Churchill Elementary	\$ 21.07	\$ 21.45	\$ 21.87
- Garfield Community Center	\$ 20.17	\$ 20.54	\$ 20.92
Cook Helpers	\$ 18.68	\$ 19.03	\$ 19.38
Truck Driver	\$ 22.11	\$ 22.52	\$ 22.94

2025-2026: 3% or Me-Too with EM-C if higher*

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ 23.00*	\$ 23.43*	\$ 23.84*
Baker Head - Senior High	\$ 21.70*	\$ 22.09*	\$ 22.53*
Cook - Middle School	\$ 21.70*	\$ 22.09*	\$ 22.53*
- Washington Elementary	\$ 21.70*	\$ 22.09*	\$ 22.53*
- Churchill Elementary	\$ 21.70*	\$ 22.09*	\$ 22.53*
- Garfield Community Center	\$ 20.78*	\$ 21.16*	\$ 21.55*
Cook Helpers	\$ 19.24*	\$ 19.60*	\$ 19.96*
Truck Driver	\$ 22.77*	\$ 23.20*	\$ 23.63*

Progressing Steps

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

Longevity

Years of Service	2024-2026
	Per Month
10 – 14 Years	\$ 70.00
15 – 19 Years	\$ 90.00
20+ Years	\$ 110.00

SENIORITY LIST -- DIETARY PERSONNEL

11/15/24

	EMPLOYEE	SENIORITY STARTING DATE	Location	Hrs.
1	Bassett, Penny	October 20, 2008	CHS	5
2	Isaacson, April	March 19, 2012	Churchill	5.5
3	Wirtanen, Amy	September 1, 2015	WAS	3.25
4	Wuollet, Rachel	September 1, 2015	CHS	8
5	Vacek, Karen	September 19, 2016	QP	3
6	Dougherty, Carmen	November 21, 2016	CHS	5
7	Peterson, Lindsey	September 6, 2017	MS	5.5
8	Hills, Melissa	October 9, 2017	CHS	7
9	Hartwig, Debra	September 5, 2018	WAS	6
10	Cresap, Karla	February 1, 2019	CHS	3
11	Langley, Susan	September 1, 2019	Churchill	3
12	Wagner, Rebecca	December 1, 2019	WAS	4.25
13	Cameron, Mary	August 31, 2021	CHS	3.5
14	Goodreau, Melissa	September 28, 2021	CHS	5
15	Sherwood, Amber	October 11, 2021	MS	6.5
16	Smith, Stacy	September 27, 2022	Churchill	3.5
17	Axtell, Melissa	November 29, 2022	CHS	3
18	LaRoque, Emily	January 10, 2023	MS	3.5
19	Johnson, Vanessa	August 29, 2023	CMS	3
20	White, Cathryn	August 29, 2023	Churchill	3
21	Autio, Brittney	August 29, 2023	CHS	3
22	Beck, Cheryl	September 26, 2023	MS	3.5
23	Moran, Natalie	January 23, 2024	MS	3.5
24	Rindal, Vickie	August 26, 2024	Garfield	3
25	Lee, JoAnna	October 15, 2024	WAS	3

DIETARY EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA**

AND

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

JULY 1, 202~~4~~² – JUNE 30, 202~~4~~⁶

ATTEST:

AFSCME LOCAL NO. 545

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

Bargaining Unit – Dietary Staff

School Board Chair

Bargaining Unit – Dietary Staff

School Board Clerk

AFSCME Council No. 65 Representative

Superintendent of Schools

Dated: Board Approved November 2~~5~~⁸, 202~~4~~²

Dated: Board Approved November 2~~5~~⁸, 202~~4~~²



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ARTICLE I -- PURPOSE

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

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition

The School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

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

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

Section 2. Individual Agreements

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

Section 3. New or Modified Job Class

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

Section 4. Definitions

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

ADJUSTMENT COMMITTEE

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

ARTICLE III -- DURATION

The period of the Dietary Employee Agreement shall be from July 1, 202~~4~~2 – June 30, 202~~6~~4.

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

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

Section 2. Seniority:

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

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

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

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

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

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

A. Replacement of Absent Dietary Personnel:

When the head district cook or head baker ~~at the Senior High School~~ is absent from work, he/she shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. When ~~the~~ cook ~~at the Middle School~~ is absent from work, he/she shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. When ~~an assistant-cooka~~ cook's helper is absent from work she/he shall be replaced by the next senior employee in the kitchen of the same building and that person shall receive the higher rate of pay. This section is applicable only during the regular teacher school year as reflected in the school calendar. The employee replacing the absent staff member, shall receive the new classification at their current step.

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

Summer School Vacancies: Employees within the dietary department shall be given five (5) working days to apply for said position. The senior qualified applicant, as determined by the school district, given due regard to the reliability, efficiency, ability and qualifications of the individual, shall be transferred to fill the vacancy or newly created position. If positions are left unfilled after the posting period and the employer cannot hire outside of unit employees, current employees will be offered summer work by reverse seniority.

Subd. 6. Lay-Offs: In the event of a dietary lay-off or reduction of hours, substitutes and/or probationary

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

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

Subd. 8. Transfers: When a dietary employee is transferred to a newly posted position, said employee shall have thirty (30) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

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

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

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

ARTICLE V BASIC SCHEDULES/RATES OF PAY/DUES DEDUCTION

Section 1. Dietary Personnel: The classifications, wages and salaries of dietary personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~4~~² – June 30, 202~~6~~⁴.

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

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

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

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

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

Section 6. PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member

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

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

ARTICLE VI -- BENEFITS

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

Subd. 1. Hospitalization, Medical and Surgical Insurance:

A. Employee/School District Premium Share: Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.

B. Premium Increase: In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.

C. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):

3-3.9 hours/day = \$300
4-4.9 hours/day = \$400
5-5.9 hours/day = \$500
6 or more hours/day = \$600
<u>2024-2025 School Year</u>
<u>3-3.9 hours/day = \$450</u>
<u>4-4.9 hours/day = \$600</u>
<u>5-5.9 hours/day = \$750</u>
<u>6 or more hours/day = \$900</u>
<u>2025-2026 School Year</u>
<u>3-3.9 hours/day = \$600</u>
<u>4-4.9 hours/day = \$800</u>
<u>5-5.9 hours/day = \$1,000</u>
<u>6 or more hours/day = \$1,200</u>

Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year

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

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

- a. All eligible employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

Subd. 4. Dental Insurance:

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

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

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

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

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

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

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

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

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

Section 3. Dietary Severance Pay:

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

- Employees who have at least ten (10) years of experience working at least 25 hours per week shall receive ~~\$10090.00~~ for each day of unused sick leave, not to exceed 60 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 hours or more per week shall receive ~~\$7565.00~~ for each day of unused sick leave, not to exceed 60 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience working at least 25 hours per week shall receive ~~\$10090.00~~ for each day of unused sick leave, not to exceed 120 days.
- Employees who are at least fifty-five (55) years of age and have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 or more hours per week shall receive ~~\$7565.00~~ for each day of unused sick leave, not to exceed 120 days.

Subd.2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

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

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the food service director. All such leaves shall be deducted from sick leave. Employees working less than full time (i.e., eight (8) hours per day or 173 hours per month) shall receive prorated emergency leave. ~~If a school closing for inclement weather is not an E-learning Day, E~~emergency leave with pay may be used by the employee. ~~in case school is closed for inclement weather.~~

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

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

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

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

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

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

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

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

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

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request verification for sick leave taken of three consecutive days or more. This verification may be from a physician, medical clinic, or from the District's school nurse.

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

Section 5. Personal Leave: Each dietary employee shall receive three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall not be deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be four (4).

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

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the

distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

Section 8. E-learning Days and School Closing: In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the state of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks

ARTICLE VIII -- HOLIDAYS

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

ARTICLE IX -- HOURS OF SERVICE

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

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

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

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

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

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

ARTICLE XI -- RETIREMENT

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

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

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

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

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

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

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

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

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

ARTICLE XV - - DISCIPLINE

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

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

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

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

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

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

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

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

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

ARTICLE XVI -- GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL**

2024-2025: \$0.50 increase at each step 3.00 %

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ <u>22.33</u> <u>20.83</u>	\$ <u>22.75</u> <u>21.25</u>	\$ <u>23.15</u> <u>21.65</u>
Baker Head - Senior High	\$ <u>21.07</u> <u>19.57</u>	\$ <u>21.45</u> <u>19.95</u>	\$ <u>21.87</u> <u>20.37</u>
Cook - Middle School	\$ <u>21.07</u> <u>19.57</u>	\$ <u>21.45</u> <u>19.95</u>	\$ <u>21.87</u> <u>20.37</u>
- Washington Elementary	\$ <u>21.07</u> <u>19.57</u>	\$ <u>21.45</u> <u>19.95</u>	\$ <u>21.87</u> <u>20.37</u>
- Churchill Elementary	\$ <u>21.07</u> <u>19.57</u>	\$ <u>21.45</u> <u>19.95</u>	\$ <u>21.87</u> <u>20.37</u>
- Garfield Community Center	\$ <u>20.17</u> <u>18.67</u>	\$ <u>20.54</u> <u>19.04</u>	\$ <u>20.92</u> <u>19.42</u>

Cook Helpers	\$ 18.6817.18	\$ 19.0317.53	\$ 19.3817.88
Truck Driver	\$ 22.1120.64	\$ 22.5221.02	\$ 22.9421.44

20252-20263: *3% or Me-Too with EM-C if higher\$1.00 Increase at each step

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ 23.00*21.83	\$ 23.43*22.25	\$ 23.84*22.65
Baker Head - Senior High	\$ 21.70*20.57	\$ 22.09*20.95	\$ 22.53*21.37
Cook - Middle School	\$ 21.70*20.57	\$ 22.09*20.95	\$ 22.53*21.37
- Washington Elementary	\$ 21.70*20.57	\$ 22.09*20.95	\$ 22.53*21.37
- Churchill Elementary	\$ 21.70*20.57	\$ 22.09*20.95	\$ 22.53*21.37
- Garfield Community Center	\$ 20.78*19.67	\$ 21.16*20.04	\$ 21.55*20.42
Cook Helpers	\$ 19.24*18.18	\$ 19.60*18.53	\$ 19.96*18.88
Truck Driver	\$ 22.77*21.64	\$ 23.20*22.02	\$ 23.63*22.44

Progressing Steps

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

Longevity

Years of Service	20242-20264 Per Month
10 – 14 Years	\$ 7050.00
15 – 19 Years	\$ 9070.00
20+ Years	\$ 110100.00

SENIORITY LIST -- DIETARY PERSONNEL

11/15/24

	EMPLOYEE	SENIORITY STARTING DATE	Location	Hrs
1	Bassett, Penny	October 20, 2008	CHS	5

2	<u>Isaacson, April</u>	<u>March 19, 2012</u>	<u>Churchill</u>	<u>5.5</u>
3	<u>Wirtanen, Amy</u>	<u>September 1, 2015</u>	<u>WAS</u>	<u>3.25</u>
4	<u>Wuollet, Rachel</u>	<u>September 1, 2015</u>	<u>CHS</u>	<u>8</u>
5	<u>Vacek, Karen</u>	<u>September 19, 2016</u>	<u>QP</u>	<u>3</u>
6	<u>Dougherty, Carmen</u>	<u>November 21, 2016</u>	<u>CHS</u>	<u>5</u>
7	<u>Peterson, Lindsey</u>	<u>September 6, 2017</u>	<u>MS</u>	<u>5.5</u>
8	<u>Hills, Melissa</u>	<u>October 9, 2017</u>	<u>CHS</u>	<u>7</u>
9	<u>Hartwig, Debra</u>	<u>September 5, 2018</u>	<u>WAS</u>	<u>6</u>
10	<u>Cresap, Karla</u>	<u>February 1, 2019</u>	<u>CHS</u>	<u>3</u>
11	<u>Langley, Susan</u>	<u>September 1, 2019</u>	<u>Churchill</u>	<u>3</u>
12	<u>Wagner, Rebecca</u>	<u>December 1, 2019</u>	<u>WAS</u>	<u>4.25</u>
13	<u>Cameron, Mary</u>	<u>August 31, 2021</u>	<u>CHS</u>	<u>3.5</u>
14	<u>Goodreau, Melissa</u>	<u>September 28, 2021</u>	<u>CHS</u>	<u>5</u>
15	<u>Sherwood, Amber</u>	<u>October 11, 2021</u>	<u>MS</u>	<u>6.5</u>
16	<u>Smith, Stacy</u>	<u>September 27, 2022</u>	<u>Churchill</u>	<u>3.5</u>
17	<u>Axtell, Melissa</u>	<u>November 29, 2022</u>	<u>CHS</u>	<u>3</u>
18	<u>LaRoque, Emily</u>	<u>January 10, 2023</u>	<u>MS</u>	<u>3.5</u>
19	<u>Johnson, Vanessa</u>	<u>August 29, 2023</u>	<u>CMS</u>	<u>3</u>
20	<u>White, Cathryn</u>	<u>August 29, 2023</u>	<u>Churchill</u>	<u>3</u>
21	<u>Autio, Brittney</u>	<u>August 29, 2023</u>	<u>CHS</u>	<u>3</u>
22	<u>Beck, Cheryl</u>	<u>September 26, 2023</u>	<u>MS</u>	<u>3.5</u>
23	<u>Moran, Natalie</u>	<u>January 23, 2024</u>	<u>MS</u>	<u>3.5</u>
24	<u>Rindal, Vickie</u>	<u>August 26, 2024</u>	<u>Garfield</u>	<u>3</u>
25	<u>Lee, JoAnna</u>	<u>October 15, 2024</u>	<u>WAS</u>	<u>3</u>

SENIORITY LIST -- DIETARY PERSONNEL

10/28/22

-	EMPLOYEE	-	SENIORITY STARTING DATE
1	Manty, Nancy	-	September 3, 2002
2	Yellin, Veronica	-	September 4, 2007
3	Bassett, Penny	-	October 20, 2008
4	Isaacson, April	-	March 19, 2012
5	Moynan, Rhonda	-	December 1, 2012
6	Wirtanen, Amy	-	September 1, 2015
7	Wuollet, Rachel	-	September 1, 2015
8	Vacek, Karen	-	September 19, 2016
9	Dougherty, Carmen	-	November 21, 2016
10	Peterson, Lindsey	-	September 6, 2017
11	Hills, Melissa	-	October 9, 2017

12	Hartwig, Debra	-	September 5, 2018
13	Cresap, Karla	-	February 1, 2019
14	Frosig, Rondi	-	September 1, 2019
15	Langley, Susan	-	September 1, 2019
16	Ondracek, Thomas	-	November 16, 2019
17	Wagner, Rebecca	-	December 1, 2019
18	Paulson, Lindsey	-	October 12, 2020
19	Cameron, Mary	-	August 31, 2021
20	Goodreau, Melissa	-	September 28, 2021
21	Sherwood, Amber	-	October 11, 2021
22	Rilea, Joshua	-	January 11, 2022
23	Hansmeyer, Quanetta	-	January 25, 2022
24	Koss, Angela	-	August 30, 2022
25	Durbin, Darlene	-	September 13, 2022
26	Munter, Diana	-	September 14, 2022
27	Smith, Stacy	-	September 27, 2022
28	Pivec, Colleen	-	November 15, 2022



DRAFT

CLOQUET SCHOOL DISTRICT SECRETARIAL EMPLOYEES AGREEMENT

CLOQUET SCHOOL DISTRICT

AND

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

JULY 1, 202~~4~~² - JUNE 30, 202~~4~~⁶

ATTEST:

AFSCME LOCAL NO. 545

Bargaining Unit – Secretarial Staff

Bargaining Unit – Secretarial Staff

AFSCME Council No. 65 Representative

Dated: November 25, 2024

2024 August 8, 2022

CLOQUET SCHOOL BOARD
Independent School District No. 94

School Board Chair

School Board Clerk

Superintendent of Schools

Dated: November 25,

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ARTICLE I – PURPOSE

Section 1. Parties

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

ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

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

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

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

Section 2.

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

Section 3.

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

ARTICLE III -- DEFINITIONS

Section 1. Terms and Conditions of Employment

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

Section 2. Description of Appropriate Unit

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

Section 3. School District

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

Section 4. Other Terms

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

Section 5. Employee

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

Section 6. Probationary Employee

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

Section 7. Full-Time 12 Month Employee

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

Section 8. Full-Time 10 Month Employee

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

Section 9. Part-Time Hourly Employee

An employee who is hired for less than eight (8) hours per day or less than 204 days per year.

Section 10. Layoff

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

Section 11. Rest Breaks

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

ARTICLE IV -- MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights

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

Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations

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

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

Section 4. Reservation of Managerial Rights

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

Section 5. Reimbursed Costs

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

ARTICLE V -- EMPLOYEE RIGHTS

Section 1. Right to View

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join

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

Section 3. Request for Dues Check Off

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

Section 4. Request for PEOPLE Deduction

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

Section 5. Bulletin Board Space

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

building for the posting of Union notices and announcements.

ARTICLE VI -- BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~4~~2 to June 30, 202~~6~~4.

Section 2. Advancement on Salary Schedule

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

ARTICLE VII -- GROUP INSURANCE BENEFITS

Section 1. Health Insurance

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.

A. Hospitalization, Medical, and Surgical Coverage:

Subd. 1. Employee/School District Premium Share: Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

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

B. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):

2024-2025 School Year

3-3.9 hours/day = \$450

4-4.9 hours/day = \$600

5-5.9 hours/day = \$750

6 or more hours/day = \$900

2025-2026 School Year

3-3.9 hours/day= \$600

4-4.9 hours/day= \$800

5-5.9 hours/day= \$1,000

6 or more hours/day= \$1,200

C. Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.

Section 2. Dental Insurance

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

Section 3. Employee Contribution

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

Section 4. Long Term Disability Benefits

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

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

Section 5. Eligibility

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

Section 6. Selection of Carrier

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

Section 7. Life Insurance

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

ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE

Section 1.

Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. Full-time and full-time 10 month employees shall receive fifteen (15) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive thirteen (13) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 1 shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed fifteen days.

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

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

181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of

time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.

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

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

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

Section 2. Sick Leave Accumulation

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

Section 3. Workers Compensation

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

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

Section 4. Emergency Leave

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

Section 5. Bereavement Leave

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

Section 6. Leave Without Pay

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

Section 7. Personal Leave

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

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

Section 8. Parental Leave

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

Section 9. Sick Leave

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

Section 10. Sick Leave - Children

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

Section 11. Jury Duty – Court Appearance

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

Section 12. Military Leave

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

Section 13. E-learning Days and School Closing:

In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the State of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks. If principals are not required to come to the building during e-learning days, neither will secretaries.

If school is called off for the entire day and is not an e-learning day, 10 month and part-time employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

ARTICLE IX -- UNPAID LEAVES OF ABSENCE

Section 1. Union Leave

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Hours of work shall be established by the building administrator.

Section 5.

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

Section 6.

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

Section 7.

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

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

ARTICLE XI -- HOLIDAYS

Section 1.

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

New Year's (2 days)
President's Day
Good Friday
Memorial Day
Juneteenth (12 month only)

July 4th (2 days) (12 month only)
Labor Day
Thanksgiving (2 days)
Christmas (2 days)

Section 2.

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

Thanksgiving (2 days)
New Year's Day
Christmas Eve Day
Christmas Day

(See stipulations in Section 5 below)
President's Day
Good Friday (Effective 2003)
Memorial Day
Juneteenth (See stipulations in Section 5 below)
Labor Day

July 4th (Effective July 4, 2016)

Section 3. Weekends

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

Section 4. Eligibility

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

Section 5. Application

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

Section 6. School in Session

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

Section 7. Work on a Holiday

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

ARTICLE XII -- VACATION

Section 1. Vacation Time

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

Section 2.

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XIII -- PROBATION AND TRIAL PERIODS

Section 1.

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

Section 2.

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

Section 3. Probationary Period Change of Classification

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or

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

ARTICLE XIV -- GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

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

Section 2. Representatives

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

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

Section 3. Processing of a Grievance

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

Section 4. Definitions and Interpretation

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

Section 5. Time Limitation and Waiver

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the

particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred.

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

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

Section 6.

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

Section 7. Adjustments of Grievance

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

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

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

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

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

Section 8. Arbitration Procedures

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

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

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

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

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

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

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

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

Section 9. Election of Remedies and Waiver

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

ARTICLE XV -- RETIREE HEALTH BENEFITS

Section 1.

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until employee reaches Medicare eligible. The application of the premium to be paid by the school district shall be for the employee's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

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

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

Section 2. Severance and 403(b)

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

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

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

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

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

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

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

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

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

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

2022-2023

<u>YEARS</u>	<u>MAXIMUM ANNUAL MATCH</u>
<u>0 - 3</u>	<u>No match</u>
<u>4 - 6</u>	<u>\$850</u>

7 – 10	\$1,350
11 – 15	\$1,850
16+	\$2,350

202~~43~~-202~~64~~

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

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

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

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

Section 4.

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

ARTICLE XVI -- SENIORITY/VACANCIES

Section 1. Assignment and Seniority

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

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

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

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

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

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

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

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

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

Section 2.

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

NLA Stipulation:

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

Section 3.

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

Section 4.

If a vacancy is determined by the superintendent to be filled within the secretarial category, the School District shall post a notice of open position ~~in all buildings on the designated bulletin boards~~ on the district's website and send it to unit members via email. Employees within the secretarial unit who have completed their initial twelve (12) month probation period shall be given five (5) working days to apply for said position. When filling vacancies, first

consideration shall be given to present employees. When candidates' qualifications are equal, seniority shall be used to determine who is awarded the position. If it becomes necessary to bypass present employees when filling vacancies, reasons for said denial shall be given in writing for such employees with a copy to the union.

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

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

NLA Stipulation:

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

ARTICLE XVII -- DISCIPLINE AND TERMINATION

Section 1.

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

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

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

Section 2.

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

Section 3.

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

ARTICLE XVIII -- GENERAL PROVISIONS

Section 1. Non-Discrimination Clause

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

Section 2. Personnel Files

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

Section 3. Job Descriptions

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

Section 4. Tax-Deferred Annuities

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

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

ARTICLE XIX -- PUBLIC OBLIGATION

Section 1.

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

Section 2.

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

ARTICLE XX -- DURATION OF CONTRACT

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 202~~42~~ – June 30, 202~~64~~, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

Section 2. Effect

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

Section 3. Finality

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

Section 4. Pursuant to Law

Pursuant to MN. Statute 179A.20, Subd. 2, no provision of this Agreement shall be contrary to law. In the event

that a law changes and the language subsequently is contrary, it shall be null and void. Should the law change and language is not specifically required by law but is not contrary to law, then the language shall become negotiable during the next negotiation period unless the language becomes an exclusive management right.

Section 5. Severability

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

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

Name	Start Date As Secretary	Years of Service July 1, 2022	Position	Building	Step as of July 1, 2022
Cloquet School District					
Borden, Mary	4/26/05	17	Head Secretary	Churchill	10+
Sinisalo, Elizabeth	10/12/09	13	Secretary/Receptionist (Sp-Ed Due Process)	Middle School	10
Neumann, Lisa	5/18/15	7	Head Secretary – Community Ed	Community Ed	8
Warbalow, Tisha	6/27/16	6	Head Secretary (Admin Asst)	NLSEC	7
Rasmussen, Brenda	7/31/17	5	Financial Secretary	Central Office	6
Loons, Jessica	8/14/17	5	Secretary/Receptionist	Central Office	6

Houck, Valerie	8/22/18	4	Guidance-Office Secretary	Senior-High School	5
Tyman, Misty	9/17/18	4	Head Secretary	CAAEP	5
Sandman, Nicole	5/1/19	3	Head Secretary	Senior-High School	7-Frozen
Doty, Lindsey	8/27/19	3	Secretary/Receptionist (Food-Service)	Senior-High School	4
Fast, Tara	8/15/20	2	Secretary/Receptionist	Washington	6-Frozen
Laine, Kate	8/16/20	2	Financial Secretary	Central-Office	3
Denzer, Kayla	10/12/20	2	Secretary/Receptionist	Middle-School	7-Frozen
Petersen, Kristie	8/9/2021	1	Head Secretary	Middle-School	5-Frozen
Hanson, Willa	8/9/2021	1	Guidance-Office Secretary	Middle-School	3-Frozen
Cotner, Kayla	6/28/2021	1	Secretary/Receptionist (Early-Childhood)	Community Ed	2
Jones, Angela	8/10/2021	1	Financial Secretary	Senior-High School	2
Anthony, Barbara	10/4/2021	1	Head Secretary	Washington	7-Frozen
Eugenis, Stephanie	10/11/2021	1	Secretary/Receptionist	Senior-High School	9
Schmitz, Melissa	12/06/2021	1	Secretary/Receptionist	Churchill	7-Frozen
NLA					
Bergren, Raeanne	7/12/2024	1	Head Secretary	NLA	2

40 + — = 15 to 19 years of service

40 ++ — = 20 to 29 years of service

40 +++ — = 30+ years of service

Secretarial Union Seniority List As of July 1, 2024

<u>Name</u>	<u>Start Date</u> As Secretary	<u>Years</u> of Service July 1, 2024	<u>Position</u>	<u>Building</u>	<u>Step as of</u> July 1, 2024
<u>Cloquet School District</u>					
Borden, Mary	4/26/05	19	Head Secretary	Churchill	10+
Sinisalo, Elizabeth	10/12/09	15	Secretary/Receptionist (Sp Ed Due Process)	Middle School	10+
Neumann, Lisa	5/18/15	9	Head Secretary - Community Ed	Community Ed	10
Warbalow, Tisha	6/27/16	8	Head Secretary (Admin Asst)	NLSEC	9
Rasmussen, Brenda	7/31/17	7	Financial Secretary	Central Office	8
Loons, Jessica	8/14/17	7	Secretary/Receptionist	Central Office	8
Houck, Valerie	8/22/18	6	Guidance Office Secretary	Senior High School	7
Tyman, Misty	9/17/18	6	Head Secretary	CAAEP	7
Sandman, Nicole	5/1/19	5	Head Secretary	Senior High School	7 Frozen

<u>Doty, Lindsey</u>	<u>8/27/19</u>	<u>5</u>	<u>Secretary/Receptionist (Food Service)</u>	<u>Senior High School</u>	<u>6</u>
<u>Fast, Tara</u>	<u>8/15/20</u>	<u>4</u>	<u>Secretary/Receptionist</u>	<u>Washington</u>	<u>7 Frozen</u>
<u>Olson, Kate</u>	<u>8/16/20</u>	<u>4</u>	<u>Financial Secretary</u>	<u>Central Office</u>	<u>5</u>
<u>Denzer, Kayla</u>	<u>10/12/20</u>	<u>4</u>	<u>Secretary/Receptionist</u>	<u>Middle School</u>	<u>7 Frozen</u>
<u>Cotner, Kayla</u>	<u>6/25/2021</u>	<u>3</u>	<u>Secretary/Receptionist (Early Childhood)</u>	<u>Community Ed</u>	<u>4</u>
<u>Petersen, Kristie</u>	<u>8/9/2021</u>	<u>3</u>	<u>Head Secretary</u>	<u>Middle School</u>	<u>7</u>
<u>Hanson, Willa</u>	<u>8/9/2021</u>	<u>3</u>	<u>Guidance Office Secretary</u>	<u>Middle School</u>	<u>4</u>
<u>Jones, Angela</u>	<u>8/10/2021</u>	<u>3</u>	<u>Financial Secretary</u>	<u>Senior High School</u>	<u>4</u>
<u>Anthony, Barbara</u>	<u>10/4/2021</u>	<u>3</u>	<u>Head Secretary</u>	<u>Washington</u>	<u>7 Frozen</u>
<u>Eugenis, Stephanie</u>	<u>10/18/2021</u>	<u>3</u>	<u>Secretary/Receptionist</u>	<u>Senior High School</u>	<u>10</u>
<u>Schmitz, Melissa</u>	<u>12/06/2021</u>	<u>3</u>	<u>Secretary/Receptionist</u>	<u>Churchill</u>	<u>7 Frozen</u>
<u>NLA</u>					
<u>Bergren, Raeanne</u>	<u>6/28/2021</u>	<u>3</u>	<u>Head Secretary</u>	<u>NLA</u>	<u>4</u>

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

The secretarial categories shall be as follows for the July 1, 20242 – June 30, 20264 school years:

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

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

- ~~20242-20253 – 2.53% – Should any collective bargaining group, not to include individual contracts, receive a base scale increase above 3% and/or a bonus or retention stipend for service to the district, secretarial unit employees will receive this as a “me too”. Any “me too” percentage above the 3% will be in place of the 3% and not in addition to the 3% agreement.~~
- 20253-20264 – 3% or “Me-too” same increase as put on the teachers’ salary schedule for 20253-20264) if higher.

SALARY SCHEDULES SHALL BE AS FOLLOWS:

CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE

-	-	-	-	-	-	-	-	-	-	-
	<u>2022-23</u>	<u>3.00%</u>								
<u>2022-2023*</u>	<u>Step-1</u>	<u>Step-2</u>	<u>Step-3</u>	<u>Step-4</u>	<u>Step-5</u>	<u>Step-6</u>	<u>Step-7</u>	<u>Step-8</u>	<u>Step-9</u>	<u>Step-10</u>
	<u>Per Hr.</u>									
<u>Head Secretary</u>	<u>\$21.37</u>	<u>\$21.88</u>	<u>\$22.37</u>	<u>\$22.90</u>	<u>\$23.42</u>	<u>\$23.91</u>	<u>\$24.43</u>	<u>\$24.94</u>	<u>\$25.45</u>	<u>\$25.95</u>
<u>Financial Secretary</u>	<u>\$20.28</u>	<u>\$20.79</u>	<u>\$21.33</u>	<u>\$21.82</u>	<u>\$22.34</u>	<u>\$22.87</u>	<u>\$23.36</u>	<u>\$23.87</u>	<u>\$24.38</u>	<u>\$24.89</u>
<u>Head Sec—Comm. Ed</u>	<u>\$18.35</u>	<u>\$18.87</u>	<u>\$19.37</u>	<u>\$19.89</u>	<u>\$20.41</u>	<u>\$20.94</u>	<u>\$21.43</u>	<u>\$21.96</u>	<u>\$22.47</u>	<u>\$22.97</u>
<u>Guidance Office Sec.</u>	<u>\$18.35</u>	<u>\$18.87</u>	<u>\$19.37</u>	<u>\$19.89</u>	<u>\$20.41</u>	<u>\$20.94</u>	<u>\$21.43</u>	<u>\$21.96</u>	<u>\$22.47</u>	<u>\$22.97</u>

Sec/Receptionist	\$18.02	\$18.53	\$19.04	\$19.54	\$20.06	\$20.57	\$21.08	\$21.60	\$22.11	\$22.63
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-	-	Me-Too	-							
2023-24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
-	Per Hr.									
Head Secretary	TBD									
Financial Secretary	TBD									
Head Sec—Comm. Ed	TBD									
Guidance Office Sec.	TBD									
Sec/Receptionist	TBD									

-	-	2.50%	-							
2024-25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Per Hr.									
Head Secretary	\$22.92	\$23.46	\$23.99	\$24.56	\$25.11	\$25.64	\$26.20	\$26.74	\$27.29	\$27.83
Financial Secretary	\$21.74	\$22.29	\$22.87	\$23.40	\$23.95	\$24.52	\$25.05	\$25.59	\$26.14	\$26.69
Head Sec – Comm. Ed	\$19.68	\$20.23	\$20.77	\$21.33	\$21.88	\$22.46	\$22.98	\$23.54	\$24.10	\$24.63
Guidance Office Sec.	\$19.68	\$20.23	\$20.77	\$21.33	\$21.88	\$22.46	\$22.98	\$23.54	\$23.07	\$24.63
Sec/Receptionist	\$19.32	\$19.86	\$20.42	\$20.95	\$21.50	\$22.06	\$22.60	\$23.17	\$23.71	\$24.26

-	-	3.00% or Me-Too if EM-C is higher*									
2025-26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	
Head Secretary	\$23.61*	\$24.17*	\$24.70*	\$25.30*	\$25.87*	\$26.40*	\$26.98*	\$27.54*	\$28.10*	\$28.66*	
Financial Secretary	\$22.39*	\$22.96*	\$23.55*	\$24.10*	\$24.67*	\$25.25*	\$25.80*	\$26.36*	\$26.92*	\$27.49*	
Head Sec – Comm. Ed	\$20.27*	\$20.84*	\$21.39*	\$21.97*	\$22.54*	\$23.13*	\$23.67*	\$24.25*	\$24.82*	\$25.37*	
Guidance Office Sec.	\$20.27*	\$20.84*	\$21.39*	\$21.97*	\$22.54*	\$23.13*	\$23.67*	\$24.25*	\$23.76*	\$25.37*	
Sec/Receptionist	\$19.90*	\$20.46*	\$21.03*	\$21.58*	\$22.15*	\$22.72*	\$23.28*	\$23.86*	\$24.42*	\$24.99*	

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

1) Longevity Pay:

- **July 1, 20240 – June 30, 20262**
10-145 Years (\$13565/mo.); 156-19 Years (\$16590/mo.); and 20+ Years (\$190415.00/mo.).

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

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

APPENDIX A

**ISD #94 202~~40~~ Insurance Plan Year Effective September 1, 202~~42~~
(Based on a 1.0 FTE Calculation)**

INSURANCE INFORMATION - NEW HIRES

2024-2025 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$11,650	\$10,920	\$730	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$32,448	\$19,493	\$13,172		\$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 1,600 Single	\$10,548	\$10,038	\$510	\$1,200	\$1,600	\$1,600
HDHP 3,200 Family	\$29,378	\$18,402	\$10,408		\$3,200	\$3,200
<small>\$1,600/\$3,200 HDHP Plans - This deductible is \$1,600 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,200. Note, individuals on the family plan could account for more than \$1,600 until the family \$3,200 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	\$9,179	\$8,943	\$236	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$25,567	\$17,609	\$7,406		\$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	\$8,393	\$8,314	\$79	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$23,376	\$17,694	\$4,699		\$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	\$7,649	\$0	\$7,649		\$6,750	\$6,750
HDHP 13,500 Family	\$21,306	\$0	\$21,306		\$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.

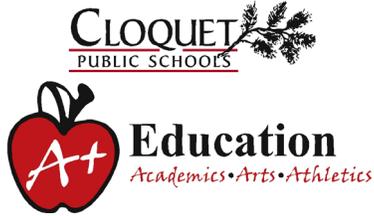
*If you have a district eligible spouse (see your contract for a definition of district eligible spouse) you are entitled to a \$1950 premium reduction and a \$750 HSA/HRA district contribution.

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
\$1600/\$3200 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st

INSURANCE INFORMATION - NEW HIRES

2022-2023 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$10,750	\$10,200	\$550	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,943	\$18,132	\$11,811		\$1,000	\$1,000 per person/ \$2,000 per Family
<p>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</p>						
HDHP 1,400 Single	\$9,554	\$9,243	\$311	\$1,200	\$1,400	\$1,400
HDHP 2,800 Family	\$26,610	\$17,302	\$9,308		\$2,800	\$2,800
<p>\$1,400/\$2,800 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,400 until the family \$2,800 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</p>						
HDHP 3,500 Single	\$8,207	\$8,166	\$41	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$22,860	\$16,532	\$6,328		\$7,000	\$3,500 per person/ \$7,000 per Family
<p>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>						
HDHP 5,000 Single	\$7,336	\$7,336	\$0	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$20,433	\$16,714	\$3,719		\$10,000	\$5,000 per person/ \$10,000 per Family
<p>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>						
HDHP 6,750 Single	\$6,556	\$0	\$6,556		\$6,750	\$6,750
HDHP 13,500 Family	\$18,261	\$0	\$18,261		\$13,500	\$6,750 per person/ \$13,500 per Family
<p>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>						



FINAL

CLOQUET SCHOOL DISTRICT SECRETARIAL EMPLOYEES AGREEMENT

CLOQUET SCHOOL DISTRICT

AND

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

JULY 1, 2024 - JUNE 30, 2026

ATTEST:

AFSCME LOCAL NO. 545

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

Bargaining Unit - Secretarial Staff

School Board Chair

Bargaining Unit – Secretarial Staff

School Board Clerk

AFSCME Council No. 65 Representative

Superintendent of Schools

Dated: November 25, 2024

Dated: November 25, 2024

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ARTICLE I – PURPOSE

Section 1. Parties

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

ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

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

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

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

Section 2.

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

Section 3.

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

ARTICLE III -- DEFINITIONS

Section 1. Terms and Conditions of Employment

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

Section 2. Description of Appropriate Unit

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

Section 3. School District

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

Section 4. Other Terms

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

Section 5. Employee

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

Section 6. Probationary Employee

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

Section 7. Full-Time 12 Month Employee

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

Section 8. Full-Time 10 Month Employee

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

Section 9. Part-Time Hourly Employee

An employee who is hired for less than eight (8) hours per day or less than 204 days per year.

Section 10. Layoff

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

Section 11. Rest Breaks

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

ARTICLE IV -- MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights

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

Section 2. Management Responsibilities

The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations

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

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

Section 4. Reservation of Managerial Rights

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

Section 5. Reimbursed Costs

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

ARTICLE V -- EMPLOYEE RIGHTS

Section 1. Right to View

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join

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

Section 3. Request for Dues Check Off

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

Section 4. Request for PEOPLE Deduction

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

Section 5. Bulletin Board Space

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

ARTICLE VI -- BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2024 to June 30, 2026.

Section 2. Advancement on Salary Schedule

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

ARTICLE VII -- GROUP INSURANCE BENEFITS

Section 1. Health Insurance

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.

A. Hospitalization, Medical, and Surgical Coverage:

Subd. 1. Employee/School District Premium Share: Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

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

B. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):

- 2024-2025 School Year
- 3-3.9 hours/day = \$450
- 4-4.9 hours/day = \$600
- 5-5.9 hours/day = \$750
- 6 or more hours/day = \$900

- 2025-2026 School Year
- 3-3.9 hours/day= \$600
- 4-4.9 hours/day= \$800
- 5-5.9 hours/day= \$1,000
- 6 or more hours/day= \$1,200

C. Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.

Section 2. Dental Insurance

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

Section 3. Employee Contribution

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

Section 4. Long Term Disability Benefits

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

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

Section 5. Eligibility

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

Section 6. Selection of Carrier

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

Section 7. Life Insurance

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

ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE

Section 1.

Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. Full-time and full-time 10 month employees shall receive fifteen (15) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive thirteen (13) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 1 shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed fifteen days.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave with pay shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

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

181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES

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

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.

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

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

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

Section 2. Sick Leave Accumulation

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

Section 3. Workers Compensation

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

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

Section 4. Emergency Leave

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

Section 5. Bereavement Leave

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

Section 6. Leave Without Pay

A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board or other governing board. Such leave of absence usually will not exceed twelve (12) months. No benefits shall accrue during this period of leave. Employees on leave without pay shall be allowed to

continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave.

Section 7. Personal Leave

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

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

Section 8. Parental Leave

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

Section 9. Sick Leave

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

Section 10. Sick Leave - Children

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

Section 11. Jury Duty – Court Appearance

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

Section 12. Military Leave

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

Section 13. E-learning Days and School Closing:

In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the State of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks. If principals are not required to come to the building during e-learning days, neither will secretaries.

If school is called off for the entire day and is not an e-learning day, 10 month and part-time employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

ARTICLE IX -- UNPAID LEAVES OF ABSENCE

Section 1. Union Leave

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Hours of work shall be established by the building administrator.

Section 5.

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

Section 6.

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

Section 7.

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

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

ARTICLE XI -- HOLIDAYS

Section 1.

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

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

Section 2.

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

Thanksgiving (2 days)	President's Day
New Year's Day	Good Friday (Effective 2003)
Christmas Eve Day	Memorial Day
Christmas Day	Juneteenth (See stipulations in Section 5 below)
July 4 th (See stipulations in Section 5 below)	Labor Day

Section 3. Weekends

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

Section 4. Eligibility

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

Section 5. Application

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

Section 6. School in Session

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

Section 7. Work on a Holiday

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

ARTICLE XII -- VACATION

Section 1. Vacation Time

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

Section 2.

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.
- b. After five years of continuous service, qualified employees shall receive 15 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XIII -- PROBATION AND TRIAL PERIODS

Section 1.

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

Section 2.

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

Section 3. Probationary Period Change of Classification

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10) working days in any such new classification. During this ten (10) day trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have ten

(10) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

ARTICLE XIV -- GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

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

Section 2. Representatives

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

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

Section 3. Processing of a Grievance

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

Section 4. Definitions and Interpretation

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

Section 5. Time Limitation and Waiver

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

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

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

Section 6.

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

Section 7. Adjustments of Grievance

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

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

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

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

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

Section 8. Arbitration Procedures

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

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

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

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

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

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

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

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

Section 9. Election of Remedies and Waiver

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

ARTICLE XV -- RETIREE HEALTH BENEFITS

Section 1.

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until employee reaches Medicare eligible. The application of the premium to be paid by the school district shall be for the employee's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

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

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

Section 2. Severance and 403(b)

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

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

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

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

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

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

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

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

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

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

2024-2026

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

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

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

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

Section 4.

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

ARTICLE XVI -- SENIORITY/VACANCIES

Section 1. Assignment and Seniority

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

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

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

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

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

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

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

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

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

Section 2.

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

NLA Stipulation:

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

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

Section 3.

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

Section 4.

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

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

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

NLA Stipulation:

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

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

ARTICLE XVII -- DISCIPLINE AND TERMINATION

Section 1.

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

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

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

Section 2.

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

Section 3.

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

ARTICLE XVIII -- GENERAL PROVISIONS

Section 1. Non-Discrimination Clause

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

Section 2. Personnel Files

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

Section 3. Job Descriptions

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

Section 4. Tax-Deferred Annuities

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

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

ARTICLE XIX -- PUBLIC OBLIGATION

Section 1.

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

Section 2.

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

ARTICLE XX -- DURATION OF CONTRACT

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 – June 30, 2026, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

Section 2. Effect

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

Section 3. Finality

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

Section 4. Pursuant to Law

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

Section 5. Severability

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

Secretarial Union Seniority List As of July 1, 2024

Name	Start Date As Secretary	Years of Service July 1, 2024	Position	Building	Step as of July 1, 2024
Cloquet School District					
Borden, Mary	4/26/05	19	Head Secretary	Churchill	10+
Sinisalo, Elizabeth	10/12/09	15	Secretary/Receptionist (Sp Ed Due Process)	Middle School	10+
Neumann, Lisa	5/18/15	9	Head Secretary - Community Ed	Community Ed	10
Warbalow, Tisha	6/27/16	8	Head Secretary (Admin Asst)	NLSEC	9
Rasmussen, Brenda	7/31/17	7	Financial Secretary	Central Office	8
Loons, Jessica	8/14/17	7	Secretary/Receptionist	Central Office	8
Houck, Valerie	8/22/18	6	Guidance Office Secretary	Senior High School	7
Tyman, Misty	9/17/18	6	Head Secretary	CAAEP	7
Sandman, Nicole	5/1/19	5	Head Secretary	Senior High School	7 Frozen
Doty, Lindsey	8/27/19	5	Secretary/Receptionist (Food Service)	Senior High School	6
Fast, Tara	8/15/20	4	Secretary/Receptionist	Washington	7 Frozen
Olson, Kate	8/16/20	4	Financial Secretary	Central Office	5
Denzer, Kayla	10/12/20	4	Secretary/Receptionist	Middle School	7 Frozen
Cotner, Kayla	6/25/2021	3	Secretary/Receptionist (Early Childhood)	Community Ed	4
Petersen, Kristie	8/9/2021	3	Head Secretary	Middle School	7
Hanson, Willa	8/9/2021	3	Guidance Office Secretary	Middle School	4
Jones, Angela	8/10/2021	3	Financial Secretary	Senior High School	4
Anthony, Barbara	10/4/2021	3	Head Secretary	Washington	7 Frozen
Eugenis, Stephanie	10/18/2021	3	Secretary/Receptionist	Senior High School	10
Schmitz, Melissa	12/06/2021	3	Secretary/Receptionist	Churchill	7 Frozen
NLA					
Bergren, Raeanne	6/28/2021	3	Head Secretary	NLA	4

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

The secretarial categories shall be as follows for the July 1, 2024 – June 30, 2026 school years:

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

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

- 2024-2025 – 2.5%
- 2025-2026 – 3% or “Me-too” same increase as put on the teachers’ salary schedule for 2025-2026, if higher.

SALARY SCHEDULES SHALL BE AS FOLLOWS:

CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE

2024-25	2.50%									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Per Hr.									
Head Secretary	\$22.92	\$23.46	\$23.99	\$24.56	\$25.11	\$25.64	\$26.20	\$26.74	\$27.29	\$27.83
Financial Secretary	\$21.74	\$22.29	\$22.87	\$23.40	\$23.95	\$24.52	\$25.05	\$25.59	\$26.14	\$26.69
Head Sec – Comm. Ed	\$19.68	\$20.23	\$20.77	\$21.33	\$21.88	\$22.46	\$22.98	\$23.54	\$24.10	\$24.63
Guidance Office Sec.	\$19.68	\$20.23	\$20.77	\$21.33	\$21.88	\$22.46	\$22.98	\$23.54	\$23.07	\$24.63
Sec/Receptionist	\$19.32	\$19.86	\$20.42	\$20.95	\$21.50	\$22.06	\$22.60	\$23.17	\$23.71	\$24.26

2025-26	3.00% or Me-Too if EM-C is higher*									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.	Per Hr.
Head Secretary	\$23.61	\$24.17	\$24.70	\$25.30	\$25.87	\$26.40	\$26.98	\$27.54	\$28.10	\$28.66
Financial Secretary	\$22.39	\$22.96	\$23.55	\$24.10	\$24.67	\$25.25	\$25.80	\$26.36	\$26.92	\$27.49
Head Sec – Comm. Ed	\$20.27	\$20.84	\$21.39	\$21.97	\$22.54	\$23.13	\$23.67	\$24.25	\$24.82	\$25.37
Guidance Office Sec.	\$20.27	\$20.84	\$21.39	\$21.97	\$22.54	\$23.13	\$23.67	\$24.25	\$23.76	\$25.37
Sec/Receptionist	\$19.90	\$20.46	\$21.03	\$21.58	\$22.15	\$22.72	\$23.28	\$23.86	\$24.42	\$24.99

1) Longevity Pay:

- **July 1, 2024 – June 30, 2026**
10-14 Years (\$135/mo.); 15-19 Years (\$165/mo.); and 20+ Years (\$190.00/mo.).

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

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

APPENDIX A

**ISD #94 2024 Insurance Plan Year Effective September 1, 2024
(Based on a 1.0 FTE Calculation)**

INSURANCE INFORMATION - NEW HIRES						
2024-2025	Annual	District	Employee	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	Pays/Year	Pays/Year	HRA/HSA		Out of Pocket Max
500 Single	\$11,650	\$10,920	\$730	\$500* (Only HRA Available)	\$500	\$1,000
1,000 Family	\$32,448	\$19,493	\$13,172		\$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 1,600 Single	\$10,548	\$10,038	\$510	\$1,200	\$1,600	\$1,600
HDHP 3,200 Family	\$29,378	\$18,402	\$10,408		\$3,200	\$3,200
\$1,600/\$3,200 HDHP Plans - This deductible is \$1,600 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,200. Note, individuals on the family plan could account for more than \$1,600 until the family \$3,200 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	\$9,179	\$8,943	\$236	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$25,567	\$17,609	\$7,406		\$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	\$8,393	\$8,314	\$79	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$23,376	\$17,694	\$4,699		\$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	\$7,649	\$0	\$7,649		\$6,750	\$6,750
HDHP 13,500 Family	\$21,306	\$0	\$21,306		\$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.

*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
\$1600/\$3200 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st

From: [Marcia Nelson](#)
To: [Mary Marciniak](#)
Subject: Fw: Grant Award Notification
Date: Friday, November 22, 2024 11:03:19 AM

Hi Mary,
I got the following email from the students in the aquatics class.
There is no rush - I know it's probably too late for Monday's meeting and that is fine.
Is there something you need me to do to have this approved/accepted by the board?
Thanks!
Marcia

From: Roderick Syck <rsyck@isd94.org>
Sent: Friday, November 22, 2024 10:59 AM
To: Marcia Nelson <mnelson2@isd94.org>; jmartin26@student.isd94.org
<jmartin26@student.isd94.org>; Roderick Syck <rsyck@isd94.org>
Subject: Fw: Grant Award Notification

Good afternoon,

Please find the grant award email from Northland Foundation. To Receive this grant we, the aquatics class, needs school board approval. Please forward this item for approval at the next school board meeting.

Thanking you in advance,

CAAEP Aquatics

From: noreply@salesforce.com <noreply@salesforce.com> on behalf of Carol Chipman <carolc@northlandfdn.org>
Sent: Monday, November 11, 2024 12:30 PM
To: Roderick Syck <rsyck@isd94.org>
Subject: Grant Award Notification

You don't often get email from carolc@northlandfdn.org. [Learn why this is important](#)



Dear Rod Syck,

Congratulations! The Northland Foundation has approved a grant in the amount of \$1,000.00 to Cloquet Public Schools ISD 094 for Cloquet

Aquarium Therapies.

The grant agreement has been sent to Candace Nelis for signature. An email with a link and instructions on how to complete the ACH Authorization Form was sent to Candace Nelis.

Please feel free to contact me with any questions you may have.

Warm regards,

Carol Chipman, Grants Manager

carolc@northlandfdn.org
218-740-7309 (direct)



INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota
November 25, 2024

RESOLVED by _____

That the School Board of Independent School District No. 94 hereby approves:

- _____ a. Running a Special Election to fill the open two (2) Year School Board Vacancy
 - _____ b. Appointing a New School Board Member to fill the open two (2) Year School Board Vacancy
- as presented (copies on file in the Superintendent’s Office).

Motion for the adoption of the foregoing resolution was duly seconded by member _____ and it was declared adopted on the following vote:

	YEA	NAY	
NATE SANDMAN, CHAIR			PASSED: November 25, 2024
MELISSA JUNTUNEN, CLERK			
DAVE BATTAGLIA, TREASURER			BOARD CHAIR:
SARAH BUHS			
GARY HUARD			ATTEST (BOARD CLERK):



Steps to Fill a School Board Member Vacancy with Sample Application and Interview Questions

Step to Fill a Vacancy

1. Board member formally resigns. Such resignation must be provided to the district in writing and include the last date the member will be serving.
2. Board declares at vacancy will exist on the date provided by the resigning member.
3. Board decides on a process to choose who to appoint.
4. Board completes process and picks a person to fill the open seat. Nominations are voted on using a roll call vote in the order the candidates were nominated.
5. Board passes a Resolution Filling a School Board Vacancy by Appointment.
6. Board waits 30 days to allow the public the opportunity to petition against the appointment.
7. Between the appointment date and the end of the 30-day waiting period, appointee signs Acceptance of Office and Oath of Office in front of a notary.
8. At the appointee's first board meeting, appointee may say public oath. This oath is ceremonial and therefore optional.

Sample Application

Applicant Information		
Name		
Phone	Home	
	Work	
Email		
Address	City	Zip Code
Requirements to Hold Office		
<ul style="list-style-type: none"> • At least 21 years of age • U.S. citizen and eligible to vote • Resident of School District (<u>DISTRCT #</u>) for at least 30 days • No record of criminal sexual misconduct for which registration is required 		
I verify that I meet these requirements:		
Signature	Date	
Application Submission		
Return completed application by (<u>TIME</u>) on (<u>DATE</u>) to:		
(<u>PREFERRED ADDRESS</u>)		

Sample Questions

9. Why would you like to serve on the (DISTRICT NAME) School Board?
10. Please describe your background and experiences with community involvement. How would these serve you as a board member?
11. What experiences have you had serving on either private sector or public sector boards, what was your role, and what were your take-aways from that experience?
12. Describe your understanding of the decision process for public school board. How would you react/respond if the majority of the board took an action that you voted against?

Interview Question Considerations

When deciding the method of collecting responses to interview questions, three options are available:

1. The board may include the interview questions in the application and not conduct an interview.
2. The board could ask some questions on the application and use this information to narrow the applicants before conducting interviews at a public meeting.
3. The board could use a simplified application and ask all interview questions at a public meeting.

No matter how the interview questions are posed, MSBA recommends evaluating the responses using a 3-point system (Exceeds, Meets, Does Not Meet) and then summarizing the collective responses before having a discussion at a public meeting. The applicant with the highest results on the points evaluation should not automatically be appointed. Board members may change their perspective after the discussion of the positive attributes of each of the applicants.

Data Privacy Considerations

Under Minnesota Statute 13.601, the following information about applicants is public data:

- (1) name;
- (2) city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
- (3) education and training;
- (4) employment history;
- (5) volunteer work;
- (6) awards and honors;
- (7) prior government service;
- (8) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to section [15.0597](#) (**does not apply to school boards**); and
- (9) veteran status.

If there is a public data request for a School Board Member Vacancy application, the district is responsible for having all non-public data redacted.





Timeline for 2025 Special Elections

		Second Tuesday In February	Second Tuesday In April	Second Tuesday In May	Second Tuesday In August	First Tuesday After First Monday in November
		February 11, 2025	April 8, 2025	May 13, 2025	August 12, 2025	November 4, 2025
		No later than:	No later than:	No later than:	No later than:	No later than:
Adoption Resolution Calling Election	84 days prior to election	November 19, 2024	January 15, 2025	February 18, 2025	May 20, 2025	August 12, 2025
Notify County Auditor and Commissioner of Date and Questions	84 days prior to election	November 19, 2024	January 15, 2025	February 18, 2025	May 20, 2025	August 12, 2025
Have Absentee Ballots Available	46 days prior to election	December 27, 2024	February 22, 2025	March 28, 2025	June 27, 2025	September 19, 2025
Adopt Resolution Appointing Election Judges	25 days prior to election	January 17, 2025	March 14, 2025	April 18, 2025	July 18, 2025	October 10, 2025
Mail Referendum Notice [Levy]	15 to 30 days prior to election	January 12 to 27, 2025	March 9 to 24, 2025	April 13 to 28, 2025	July 13 to 28, 2025	October 5 to 20, 2025
Publish Review and Comment [Bond]	48 to 60 days prior to election	December 13 to 25, 2025	February 8 to 20, 2025	March 14 to 26, 2025	June 13 to 25, 2025	September 4 to 16, 2025
Publish Notice of Special Election	2 weeks prior to election	January 28, 2025	March 25, 2025	April 29, 2025	July 29, 2025	October 21, 2025
Post Notice of Special Election	10 days prior to election	February 1, 2025	March 29, 2025	May 3, 2025	August 2, 2025	October 25, 2025
Publish Notice of Location Where Ballots will be Counted	1 week prior to election	February 4, 2025	April 1, 2025	May 6, 2025	August 5, 2025	October 28, 2025
Post Sample Ballot	4 days prior to election and on election day	February 7 and 11, 2025	April 4 and 8, 2025	May 9 and May 13, 2025	August 8 and August 12, 2025	October 31 and November 4, 2025
Publish Notice of Testing of Optical Scan System	2 days prior to election	February 9, 2025	April 6, 2025	May 11, 2025	August 10, 2025	November 2, 2025
Conduct Election		February 11, 2025	April 8, 2025	May 13, 2025	August 12, 2025	November 4, 2025
Adopt Resolution Canvassing Results	3 to 10 days after election	February 14 to 21, 2025	April 11 to 18, 2025	May 16 to 23, 2025	August 15 to 22, 2025	November 7 to 14, 2025
Notify the Commissioner of the Results	15 days after canvass	March 1-8, 2025	April 26-May 3, 2025	May 31-June 6, 2025	August 30-September 6, 2025	November 22-29, 2025

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INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota
November 25, 2024

RESOLVED by _____

That the School Board of Independent School District No. 94 hereby approves holding the organizational meeting on:

_____ a. January 6, 2025

_____ b. January 13, 2025

as presented (copies on file in the Superintendent’s Office).

Motion for the adoption of the foregoing resolution was duly seconded by member _____ and it was declared adopted on the following vote:

	YEA	NAY	
NATE SANDMAN, CHAIR			PASSED: November 25, 2024
MELISSA JUNTUNEN, CLERK			
DAVE BATTAGLIA, TREASURER			BOARD CHAIR:
SARAH BUHS			
GARY HUARD			ATTEST (BOARD CLERK):

Adopted: 5/13/19, 11/85

Revised: 11/25/24, 5/13/24, 5/13/19, 12/13/10, 10/25/10, 8/25/08, 7/14/07, 11/14/05, 10/24/05, 4/25/05, 4/12/04, 2/28/00, 3/23/98, 4/9/96, 12/5/95, 2/22/94, 11/12/91, 9/26/89, 10/27/87, 3/24/87, 11/85

#423.5 RETIREMENT BENEFITS NON-UNION EMPLOYEES

I. GENERAL STATEMENT OF POLICY

- A. This policy is to describe the retirement benefits provided to eligible employees. Unless stated below or in an employee’s individual contract with the district, retirement benefits are limited to those benefits delineated below:

II. MEDICAL INSURANCE

- A. Upon retirement, eligible employees shall be provided only the insurance benefits described in this policy:
 - 1. Has been employed as a full-time employee in Cloquet School District, ISD #94 for ten (10) consecutive years prior to retirement.
 - 2. Is 55 years of age.
- B. Initial insurance benefits provided to the employee shall be the same as stated in Policy #423.1, Section I. 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 65 years of age.
- C. The application of the premium to be paid by the school district shall be for the employee’s coverage, which was in effect at the time of retirement (i.e., individual coverage or family coverage). If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.
- D. Full-time employees whose first day of service was on or after July 1, 2010, shall not be eligible for the retirement medical insurance benefits specified in paragraph A. 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).
 - 1. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which employees qualify to receive.
 - 2. There shall be a lifetime per employee cap of \$40,000 on District contributions.
 - 3. Amount of the District’s Contribution: Effective beginning with the 2010-11 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan managed by the Minnesota State Retirement System 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, prorated according to FTE.

III. DENTAL INSURANCE

- A. Dental insurance premiums shall be 100% paid by the retired employee.

IV. SEVERANCE

- A. Personnel who work six (6) hours per day, nine (9) months per year for Cloquet Public Schools, ISD #94 for ten (10) years prior to retirement, and who are at least 55 years of age, shall, upon retirement, receive in the form of severance pay. Effective July 1, 2010, severance pay shall be seventy-five (\$75) for each day of unused sick leave, not to exceed 120 days. Effective September 1, 2008, unless specified in an employee’s individual contract, this benefit is not available for employees who participate in a 403(b) plan, matching benefit program.
- B. Effective November 14, 2005, the School District will deposit one hundred percent (100%) of the employee’s severance pay into a Post Retirement Health Care Savings Plan (PRHCSP), managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the employee’s retirement.

V. 403(b) PLANS

- A. Effective July 1, 2010, employees who are eligible to participate in the District’s 403(b) Plan will receive the yearly maximum matching amounts as listed below to a lifetime maximum of \$40,000.

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

- B. Community Education full-time coordinators (12 months, 40 hours per week) shall be eligible for the above 403b matching scale.

Adopted: 5/13/19, 11/85

Revised: 11/25/24, 5/13/24, 5/13/19, 12/13/10, 10/25/10, 8/25/08, 7/14/07, 11/14/05, 10/24/05, 4/25/05, 4/12/04, 2/28/00, 3/23/98, 4/9/96, 12/5/95, 2/22/94, 11/12/91, 9/26/89, 10/27/87, 3/24/87, 11/85

#423.5 RETIREMENT BENEFITS NON-UNION EMPLOYEES

I. GENERAL STATEMENT OF POLICY

- A. This policy is to describe the retirement benefits provided to eligible employees. Unless stated below or in an employee’s individual contract with the district, retirement benefits are limited to those benefits delineated below:

II. MEDICAL INSURANCE

- A. Upon retirement, eligible employees shall be provided only the insurance benefits described in this policy:
 - 1. Has been employed as a full-time employee in Cloquet School District, ISD #94 for ten (10) consecutive years prior to retirement.
 - 2. Is 55 years of age.
- B. Initial insurance benefits provided to the employee shall be the same as stated in Policy #423.1, Section I. 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 65 years of age.
- C. The application of the premium to be paid by the school district shall be for the employee’s coverage, which was in effect at the time of retirement (i.e., individual coverage or family coverage). If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.
- D. Full-time employees whose first day of service was on or after July 1, 2010, shall not be eligible for the retirement medical insurance benefits specified in paragraph A. 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).
 - 1. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which employees qualify to receive.
 - 2. There shall be a lifetime per employee cap of \$40,000 on District contributions.
 - 3. Amount of the District’s Contribution: Effective beginning with the 2010-11 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan managed by the Minnesota State Retirement System 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, prorated according to FTE.

III. DENTAL INSURANCE

- A. Dental insurance premiums shall be 100% paid by the retired employee.

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- A. Personnel who work six (6) hours per day, nine (9) months per year for Cloquet Public Schools, ISD #94 for ten (10) years prior to retirement, and who are at least 55 years of age, shall, upon retirement, receive in the form of severance pay. Effective July 1, 2010, severance pay shall be seventy-five (\$75) for each day of unused sick leave, not to exceed 120 days. Effective September 1, 2008, unless specified in an employee’s individual contract, this benefit is not available for employees who participate in a 403(b) plan, matching benefit program.
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11 – 15	\$1,750
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- B. Community Education full time coordinators (12 months, 40 hours per week) shall be eligible for the above 403b matching scale.



Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
509 Carlton Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
509 Carlton Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX -879-6941
www.lsd94.org

Memorandum

TO: Dr. Michael Cary, Superintendent
FROM: Ruth Reeves, Community Education Director
DATE: September 2018
RE: Proposals for Full-time Community Education Coordinators

Definition: For purposes of this proposal, a full-time coordinator is a community education employee who is hired at the coordinator level according to the pay scale chart for community education. Full-time requires that the employee be a 12-month, 40 hour a week employee, at the coordinator level.

Currently, only two positions qualify under this definition:

- Kids Corner Coordinator
- Lil Lumberjacks/Lil thunder Coordinator

Each of these positions are hired to work a minimum of 40 hours per week for a full 12 months.

Proposals: I would like to add six (6) paid holidays for full-time coordinators. Currently, they receive six (6) paid holidays: New Year's Day, Memorial Day, Labor Day, July 4, Thanksgiving Day, Christmas Day

I am proposing to add: New Year's Day (add a second day); President's Day; Good Friday; July 4th (add a second day); Thanksgiving Friday, and Christmas (add a second day).

Two (2) of these holidays may be taken as floating holidays, meaning that a different day may be substituted if the employee wishes to trade.

The second proposal is a 403B Employer Matching Plan

Below is the yearly matching amount that goes into a tax-sheltered annuity plan. Employee must pay in to get the employer match:

0-3 years	No match
4-6 years	\$750
7-10 years	\$1,250
11-15 years	\$1,750
16+ years	\$2,250

https://www.mreavoice.org/caaep_aquatics/

<https://www.youtube.com/watch?v=ReIMhqsMEw&t=63s>

Aquatics Program Proves Innovation & Engagement

Cloquet School District // Cloquet Area Alternative Education Program // 2024 Innovation Program Award Winner

In the halls of education, where innovative teaching methods can transform lives, the Aquatics Program at the Cloquet Area Alternative Education Program led by Rod Syck is making waves. This extraordinary program is more than a class—it is a living, breathing ecosystem of learning that engages students, instills responsibility, and teaches life skills that go far beyond the school day. For these reasons and more, it deserves recognition as a beacon of innovative education.

The Aquatics Program began humbly with simple projects, such as studying and breeding betta fish and maintaining tanks. But under math teacher Mr. Syck’s guidance, it has evolved into a dynamic course offering cross-curricular learning that integrates math, science, art, and language arts. This unique fusion of subjects is possible thanks to a special state-approved permissions license that allows students to earn academic credits across multiple disciplines. This integration showcases the program’s ability to cater to a wide array of interests, making it a magnet for students of different backgrounds and strengths.

What sets this program apart is its impact on students’ personal growth. “This aquatics class is the only reason I came to school today,” one student confessed, echoing a sentiment shared by many others who find a sense of purpose and community within its framework. Students arrive early, stay through lunch, and prioritize their involvement. It’s a space where learning happens organically. As one participant put it, “It’s more fun. I mean, it’s learning, but it’s hands-on. You don’t really tell it’s learning.”

The program teaches more than just how to care for fish; it fosters essential life skills like time management, perseverance, and accountability. One student shared how their experience helped overcome procrastination, learning to complete tasks on time and develop a proactive mindset. Another reflected on the unexpected joy and confidence they discovered: “I never thought that fish were going to be something I’d be interested in... it kind of just gave me a little hope, like maybe I will be good at other things and I’m just too scared to push myself out there.”

The classroom itself is an incubator for teamwork and restorative practices. Students work together on maintaining the aquatics environment, ensuring the well-being of their aquatic charges and collaborating to solve problems as they arise. This fosters a culture of empathy, where students support each other and learn to navigate challenges, including the loss of fish. Mr. Syck highlights that students learn resilience: “You lose fish, to find joy, to support each other.” These lessons, though born in an unconventional setting, resonate deeply and prepare students for the realities of life beyond school.

Perhaps most inspiring is how the program nurtures responsibility and respect for life. “Fish get me up in the morning,” one student shared. “Being responsible for life, like taking care of it and watching it grow... it’s beautiful.” This sense of responsibility carries over into students’ daily routines, making them more attentive, considerate individuals.

The Aquatics Program is not just an educational course; it’s a transformative experience that cultivates character, community, and curiosity. For its ability to engage students at such profound levels and teach lessons that last a lifetime, the program stands as a model of what innovative education can achieve. With the continued support and recognition that come from accolades like this, the Aquatics Program is poised to expand its impact and inspire even more students to dive into new challenges with hope and enthusiasm.

Congratulations Cloquet School District on earning the 2024 Innovation Program Award. The Aquatics Program at Cloquet Area Alternative Education Program was honored and celebrated in November at the [MREA Greater Education Summit](#) at Cragun’s Resort in Brainerd.