

Cloquet Public Schools Organizational and Regular Meeting

Monday, January 6, 2025 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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XXIII. Adjournment	

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INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

RESOLVED by _____

That the School Board of Independent School District No. 94 hereby appoints _____ as Acting Chair to start the organizational meeting, 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	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):



School Board Member Oath of Office

It is an honor that you were elected to guide the education of our community's children. As you recite the oath of office, you assume a tremendous responsibility as a director of our school district with the duties empowered by the Minnesota Legislature. This power puts you and the other members of our school board in the position of being both morally and legally responsible for equitable, quality education of every student in the district.

In carrying out this responsibility, you will be asked to fulfill the roles of vision, structure, accountability, and advocacy. In providing vision, the board, with extensive participation of the community, envisions the community's educational future and then formulates the goals, defines the outcomes, and sets the course for the public schools.

To achieve the vision, the board establishes a structure and creates an environment designed to ensure all students the opportunity to attain their maximum potential through a sound organizational framework.

Because as a board we must be accountable to the community, we must ensure a continuous assessment of student achievement and all conditions affecting the education of our children.

As board members, we serve as education's key advocate on behalf of students and our community schools to advance the vision for our schools.

Furthermore, we must strive to work together with the superintendent and staff to lead the district toward fulfilling the vision we have created, fostering excellence for every student in the areas of academic skills and knowledge, citizenship and personal development.

Having signed the acceptance of office and oath of office, I hereby publicly affirm my commitment to the oath of office:

I swear/affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District No. 94 to the best of my judgment and ability.

Board Chair

Date

Member

Date



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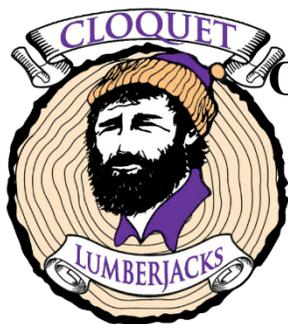
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Board Chair

Date

Member

Date



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- 1. Negotiations

XXI. For Your Information

- 1. Washington Elementary January Newsletter

XXII. Upcoming Meetings/Events

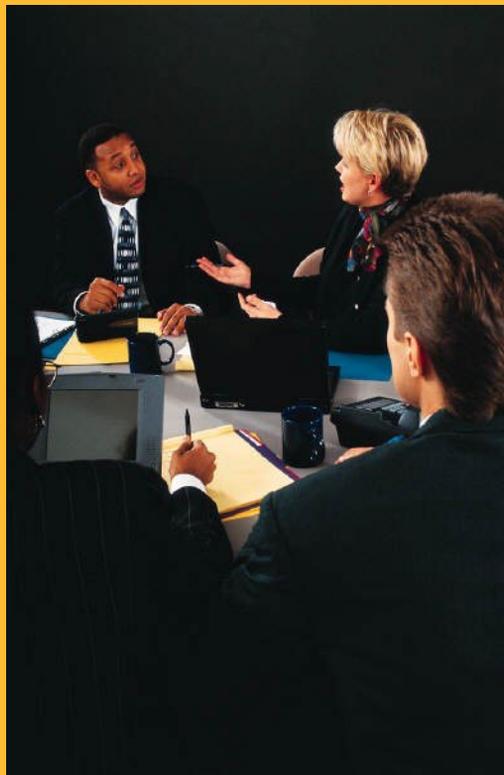
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The First Monday in January



**EVERYTHING you need to know
for your school board's Organizational Meeting**

Updated December 2023

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Introduction

On the first Monday in January (or as soon as practicable thereafter) each year, newly elected school board members' terms of office begin, and school boards must meet to organize for the year ([Minnesota Statutes section 123B.14, subdivision 1](#)). School boards typically combine the work of seating newly elected school board members and organizing for the year into a single meeting. The purpose of this booklet, *The First Monday in January*, is to help school boards prepare for and conduct the organizational meeting.

The guidance provided in this booklet is based on relevant laws, knowledge of school board and superintendent roles and responsibilities, school board meeting processes and procedures, best practices, and experience. While the content addresses many issues related to the organizational meeting, this booklet cannot address every potential problem or circumstance school boards may encounter. As a result, school boards would be well served to review the contents and establish their processes for officers' elections prior to the organizational meeting. Upon review, school board members and superintendents are encouraged to call MSBA with any questions pertaining to their unique situation.

Before beginning to look at the actual content of this booklet, five general terms used throughout this document should be explained. From this point forward, except in quotations from statute, the words, "board," "board member," "district," "chair," and "meeting," will be used instead of the formal terms, "school board," "school board member," "school district," "school board chair," and "school board meeting."

Updated December 2023

The First Meeting in January: Officer Election and Organizational Meeting

Under Minnesota law, “the board must meet and organize by selecting a chair, clerk, and a treasurer, who shall hold their offices for one year and until their successors are selected and qualify” ([Minnesota Statutes, section 123B.14, subdivision 1](#)).

A remote possibility exists that all the most recently selected board officers and members will no longer be on the board or are unavailable. In that case, the board as a whole should call the meeting to order. If the most recently selected chair (the person elected chair last year) is still on the board, that board member should call the meeting to order and run the meeting until his or her successor is selected and qualifies. If the most recent chair is no longer on the board or is not available, the most recently selected vice chair (if the board has one), clerk, or treasurer, in that order, should be asked to call the meeting to order and run the meeting. Otherwise, the board must select a different member to open the meeting and preside over the election of the chair, who will then move into place and conduct the rest of the elections and meeting.

If all the most recently selected officers are unavailable and the board is unable to reach a consensus, the board should use an agreed-upon method, such as calling on the most senior board member present or the member who draws the shortest straw, to choose a person to serve in that capacity. The board should use a similar process for determining who will serve as clerk and be responsible for recording the minutes until a successor is selected by the board.

Because superintendents are considered *ex officio* (nonvoting) members of the board ([Minnesota Statutes, section 123B.143](#)), at no time should the superintendent act as chair.

From this point on, the officers selected by the process just described to serve until new officers are selected will be referred to as “acting” officers.

Boards need to adopt basic rules for conducting the organizational meeting. The rules chosen may be past practices or one of several options presented in *Robert’s Rules of Order Newly Revised* or another parliamentary procedure if the board has adopted one. The adopted rules allow the board members to discuss and make decisions in a timely and orderly manner. Boards are wise to keep the rules as uncomplicated as possible. The most commonly used option for electing officers is for the acting chair to open the floor for nominations. The rest of the process is provided beginning on Page 6.

Date of the Organizational Meeting

Minnesota law does not specify that the organizational meeting must be a regular meeting. Because the law includes the words “as soon thereafter as practicable,” many boards prefer to schedule the January organizational meeting as early as possible, often scheduling a special meeting, to avoid the confusion that can result if situations requiring the board’s immediate attention arise before the board has organized for the year. In the event of an emergency between January 1 and the first Monday of the month, the board members whose terms are ending may be called upon to help the board until the new board members are seated.

The board cannot transact business on any holiday, except in cases of necessity ([Minnesota Statutes, section 645.44, subdivision 5](#)). This law also explains how to proceed when a holiday falls on a Saturday or a Sunday. Minnesota law provides for some exceptions for dates on which school may be conducted despite the date being a holiday ([Minnesota Statutes, section 120A.42](#)). School boards should consider these dates when planning their organizational

meetings. MSBA's *Dates with Meeting Restrictions* chart offers guidance.

Sample Organizational Meeting Agenda

The organizational meeting agenda should clearly state the business the board will transact. If the board schedules a special meeting to hold the organizational meeting, the board must limit its business to the purpose(s) stated on the meeting notice ([Minnesota Statutes, section 13D.04, subdivision 2](#)). A sample organizational meeting agenda is provided below.

- Call meeting to order
The acting chair calls the meeting to order and conducts the meeting until a successor is elected by the board.
- Seat new board members
The acting chair may administer a ceremonial oath of office to the new board members (depending on the board's election cycle and practice).
- Approve meeting agenda
- Elect a chair (who presides over remainder of meeting)
- Elect a vice chair (if the board has a vice chair position)
- Elect a clerk
- Elect a treasurer
- Set dates, times, and location(s) for regular board meetings
- Conduct other business
 - Designate district depositories
 - Name board's legal counsel and authorized contacts
 - Fix board members' compensation (if any)
 - Appoint board committee members
 - Designate a board member as the Minnesota State High School League representative
 - Combining Polling Places
 - Other

Seating New Board Members

Boards seat newly elected board members at the first meeting in January. At that time, the acting chair and the rest of the board welcome the new board member(s), and the acting chair may administer a ceremonial oath of office. Then, the board moves to the organizational meeting.

Open Meeting Law

All board meetings, including the organizational meeting, must comply with the Minnesota Open Meeting Law ([Minnesota Statutes, chapter 13D](#)). All board votes must occur at an open meeting, and board members may not cast any straw votes or votes by secret ballot ([Minnesota Statutes, section 13D.01, subdivision 4](#)). Boards may vote by paper ballot, but the voters must be identified and votes recorded.

If a special meeting is scheduled for the purpose of organizing the board, written notice of the date, time, place, and purpose of the meeting must be posted on the board's principal bulletin board (or on the door of the board's usual meeting room if no principal bulletin board exists) at least three days before the special meeting. All other requirements of the statute also

must be satisfied ([Minnesota Statutes, section 13D.04](#)).

Election of Board Officers

Minnesota law requires that school boards elect a chair, a clerk, and a treasurer from among the school board members. One school board member must serve as the treasurer and another school board member must serve as the clerk. The *duties* of the clerk and treasurer may be performed by school district staff. The board, by resolution, may combine the duties of the offices of clerk and treasurer in a single person in the "Office of Business Affairs." A sample resolution is on page 14.

The board may decide to have additional officers, such as a vice chair ([Minnesota Statutes, section 123B.14](#)).

Board officers shall hold office for one year and until their successors are selected and qualified.

Procedures for Officer Elections

Minnesota law is silent as to the method of electing officers, except that the election must be by open vote and not by any form of secret ballot ([Minnesota Statutes, section 13D.01, subdivision 4](#)). The board may establish its own procedures, including procedures for nominating officers and voting procedures. The board should establish procedures in advance of the meeting so that everyone will know what to expect from the outset. The board must follow the procedures, but the procedures can be changed if the majority of the board members agree. Suggested steps for election of officers are provided below. Once the meeting has been called to order, the acting chair has been determined, and the agenda has been approved:

- The acting chair asks for nominations.
- Any board member may nominate any other board member, and nominations do not require a second.
- If no other nominations are immediately received, the acting chair should pause and repeat the call for nominations.
- The acting chair should again pause and repeat the call for nominations a third time to ensure that every board member has ample opportunity to nominate.
- Under most rules of procedure, a motion to close nominations before such an opportunity is provided should be declared out of order. In fact, among bodies with rules that permit motions to close nominations, *Robert's Rules of Order Newly Revised* calls for a two-thirds majority vote to adopt the motion.
- After the third call for nominations, if no other nominations are forthcoming, the acting chair should close the nominations for the office.
- A motion to reopen nominations may be adopted on a majority vote.

For example, the board might follow the procedure provided below:

Acting Chair: "Nominations are now in order for the office of chair."

Board Member James: "I nominate Jane Smith."

Acting Chair: "Jane Smith is nominated. Are there any other nominations for the office of chair?"

Acting Chair: "Are there any further nominations for the office of chair?"

Acting Chair: "Are there any further nominations for the office of chair?"

Acting Chair: "If there are no further nominations ... [pause] ... nominations for the office of chair are closed."

Voting

If only one board member is nominated, board rules may allow the acting chair to declare that candidate elected. The acting chair could say, "Jane Smith is the only candidate nominated for the office of chair, and I hereby declare her elected by acclamation and direct the acting clerk to so record in the minutes."

Board rules may provide for a show of hands or voice vote in which each board member has an opportunity to vote. The newly elected chair then immediately assumes the office and conducts the election of other officers.

If two or more members are nominated for an office, a show of hands or voice vote is necessary. The vote by each member must be recorded as required by Minnesota's Open Meeting Law. Another option is for each board member to be given a piece of paper (ballot) on which to write the name of the person for whom they are voting and the member's name on that ballot so each member's vote may be recorded. The results of each individual board member's vote may be read aloud at the meeting and must be recorded in the minutes. The person receiving a majority of the votes cast is elected and assumes the office, having been "selected and qualified."

Number of Votes Required

Unless board rule or policy requires a majority of the board's *full* membership or other stipulation, the number of votes required to elect an officer is the same as the vote to carry other motions—namely, "more than half the votes cast, excluding abstentions." Absences or abstentions can reduce the number of votes required to less than a majority of the full board. For example, for a seven-member school board with two board members absent or abstaining, three votes would elect an officer, 3-2. Any other requirement to elect officers should be clearly articulated in the board's policies or procedures.

If more than two candidates are nominated, the possibility exists that no candidate will get a majority of the votes cast. For example, a seven-member board with three candidates could have an initial vote of 3-3-1, and, because four votes constitute a majority, no candidate would have enough votes to be elected.

Some boards, in such instances, drop off the low vote getter and conduct a second vote. *Robert's Rules of Order Newly Revised* recommends retaining the low vote getter because a low vote getter could turn out to be the most satisfactory compromise for supporters of the two front runners and may be helpful in breaking a tie. If a multiple-candidate contest continues to produce no majority choice, the board may be left with no other option than to drop the low vote getter in an attempt to complete the election. If the board includes this option in its policies and procedures, language should specify when and how the decision would be made.

Order of the Vote

The voting procedure used may follow the order that the board typically uses to vote on motions. The acting chair may ask for a show of hands or go around the table calling on members by name, or the acting clerk may conduct a roll-call vote. A script for the voting procedure is provided below.

Acting Chair: "All in favor of Jane Smith for the office of chair raise their hands."

Acting Chair: Then, "All in favor of James Nelson for the office of chair raise their hands."

Acting Chair: "Jane Smith received a majority of the votes cast and is elected chair of this school board."

To avoid any question regarding the validity of an election between two or more candidates, the board may need to conduct a roll call vote in the order the board normally follows and record each board member's vote in the minutes. A script for calling a roll-call vote is provided below.

Acting Chair: "The acting clerk will now call the roll for voting on the office of chair."

Acting Clerk: "Board member Arthur Brown."

Board member Arthur Brown: "I vote for Jane Smith." Acting

Clerk: "Board member Margo Anderson."

Board member Margo Anderson: "I vote for James Nelson."

[And so on until all board members have been polled]

Acting Chair: "The acting clerk will now tally the votes."

Acting Clerk: "Jane Smith received four votes. James Nelson received three votes."

Acting Chair: "Jane Smith received a majority of the votes cast and is elected chair."

Board Unable to Elect a Chair or Other Officer

Although election of officers usually raises no significant question as to procedure or legal requirements, exceptions arise from time to time. For example, in the event of a tie between two candidates, a second vote should be taken, followed by a third vote prior to the close of the meeting, and, if the board is still unable to elect a chair, the election of a chair should occur at subsequent meeting(s), for as many meetings and votes that may be required, until one candidate is elected. If a second vote to elect a new chair is unsuccessful, the board could: 1) move on to elect the other officers before attempting to vote a third time to elect a chair or 2) move on to conduct the other business before attempting to vote a third time to elect a chair before the close of the meeting. The acting chair presides until the deadlock for chair is broken, even if other officers have been selected.

Once a chair is elected, the newly elected chair assumes the duties of the presiding officer and conducts the elections of a vice chair (if applicable), clerk, and treasurer following the same procedures.

Vice Chair

Minnesota law does not require the board to have a vice chair position. If the board includes a vice chair, the newly elected chair should use the same call for nominations and election procedures to elect a vice chair as described for electing a chair.

Clerk

The chair should next call for nominations for the office of clerk. Nominations and the election should be handled in the same manner as for chair. In selecting a clerk, certain tasks (such as keeping a record of all board meetings of the district; within three days after an election, notifying all persons elected of their election; and filing a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year with the board by September 15 of each year) require the clerk to be available regularly in the district administrative office.

Board members who take minutes at meetings while participating in the meetings often have difficulty balancing the responsibilities ([Minnesota Statutes, section 123B.14](#)). Fortunately, Minnesota law allows other persons (such as the superintendent's administrative assistant or board secretary under the direction of the board clerk) to perform the duties of clerk. The board can designate an alternate, or "deputy clerk," from among the board members to sign documents if the clerk is unavailable.

Treasurer

The chair should next call for nominations for the office of treasurer. Certain tasks of the treasurer (such as depositing district funds in the official depository; making reports called for by the board and performing all duties a treasurer usually performs; and, in the event of insufficient funds to pay valid orders presented to the treasurer, receiving, endorsing, and processing the orders according to the law) require the treasurer to be available regularly to the district's administration ([Minnesota Statutes, section 123B.14](#)). The law allows the board (by resolution) to name a person in the business office to perform the duties of the offices of clerk and treasurer.

Other Business Conducted

Minnesota law allows the school board to conduct other business at the organizational meeting. Other business items commonly transacted at the organizational meeting include designating district depositories, selecting the official district newspaper, selecting the district's legal counsel and individuals authorized by the board to contact legal counsel, fixing board member compensation, setting the board's regular meeting schedule, appointing board committee members, and passing a resolution for combined polling places. These items are described below.

Designate District Depositories

Minnesota law requires the board to designate one or more official depositories for district funds ([Minnesota Statutes, section 118A.02, subdivision 1](#)). While Minnesota law does not specify when the designation must be made, many boards designate depositories at the organizational meeting.

Select Official Newspaper

School districts are required by law to publish their meeting proceedings and many notices in their official newspaper ([Minnesota Statutes section 331A.04](#)). A board may select an official newspaper whenever it chooses, and most boards decide at the board's organizational meeting. Franconia and Prinsburg must designate an official newspaper in the first meeting following July 1.

Select District's Legal Counsel

The organizational meeting is a good time for the board to select one or more attorneys or firms to serve as the district's legal counsel and the individuals authorized to contact legal counsel. Persons authorized may include the chair, the superintendent, and the chief business official of the district. In addition, other district staff, including the human resources director or a person with similar duties, may be authorized to contact the school district's legal counsel.

Fix Board Member Compensation

Many boards set board member compensation at the organizational meeting. Minnesota law allows the clerk, treasurer, and superintendent to receive such compensation as may be fixed by the board. The law also allows the board to fix compensation for the other members of the board ([Minnesota Statutes section 123B.09, subdivision 12](#)).

Fix Regular Board Meeting Schedule for the Year

Minnesota law includes specific notice requirements that must be satisfied for the board to meet, whether for regular, special, or emergency meetings. Many boards set the regular meeting schedule for the year at the organizational meeting. If the board sets a schedule for regular board meetings to be held during the year, with the date, time, and place for such meetings designated, and that schedule is kept at the district office, then no additional notice of those regular meetings is required ([Minnesota Statutes section 13D.04, subdivision 1](#)). If a regular meeting date, time, or location is changed, additional notice is required. When setting the schedule for regular board meetings, the board must keep in mind the dates when meeting restrictions and/or prohibitions apply. Please see the *MSBA Dates with Meeting Restrictions*.

Appoint Board Committee Members

Boards often use standing or ad hoc committees to facilitate the board's mission and work. These committees are advisory and have only the authority that the school board specified. However, some boards avoid using committees and opt for the board to work as a whole. Many boards believe the organizational meeting is a good time to appoint board committee memberships. If the board has a policy on board committees, the board should follow that policy and established procedures.

If the board utilizes committees, policy should clarify the following: when, how, and by whom the appointments will be made, the allowable number of board members per committee, whether committee appointments are continuing or rotating, and, if rotating, a schedule for doing so. Finally, board committee and subcommittee meetings are subject to Minnesota's Open Meeting Law (even when the committee membership is less than a quorum of the board). The notification and public meeting requirements for board committees and subcommittees are the same as for board meetings.

Combined Polling Places Resolution

Special elections for school board members can be expensive. When no other election is being held in a school district, the school board may designate combined polling places at which the voters in those precincts may vote in the school district election. By December 31 of each year, the school board must designate, by resolution, combined polling places. The combined polling places designated in the resolution are the polling places for the following calendar year. Boards may choose to adopt this resolution during the organizational meeting, thus avoiding the possibility of failing to adopt the resolution later in the year. ([Minnesota Statutes, section 205A.11](#)). A sample resolution is available on the MSBA website under the Elections tab.

School Board Member Election and Vacancies

Board Membership and Election to the School Board

Board membership consists of six elected members (or seven members if the district voters have approved a seven-member board) ([Minnesota Statutes section 123B.09, subdivision 1](#)). Elections take place on the first Tuesday after the first Monday in November of either the odd-numbered or the even-numbered year ([Minnesota Statutes section 205A.04](#)). The number of members may be different for combining or consolidating boards that are in a transition period ([Minnesota Statutes section 123A.48, subdivision 2](#)). The board includes ex officio (non-voting) members. Superintendents are the only ex officio members of the board who are mentioned in statute ([Minnesota Statutes section 123B.143](#)). Board vacancies are filled by special election if more than one year remains or by board appointment by resolution at a regular or special meeting if less than one year remains ([Minnesota Statutes section 123B.09, subdivision 5b](#)).

Canvass of Returns and Certificate of Election

Minnesota law requires the board to canvass the returns and declare the results of the election between the third and tenth day after a district election, other than a special election ([Minnesota Statutes section 205A.10, subdivision 3](#)). The district clerk must certify the results of the election to the county auditor. The clerk is the final custodian of the ballots and the returns of the election.

Qualified Board Member

To "qualify," a newly elected board member must complete a few necessary steps. The district clerk must ensure that each successful candidate has filed a campaign finance report certification ([Minnesota Statutes section 211A.02](#) and [Minnesota Statutes section 211A.05, subdivision 1](#)) before issuing a certificate of election. The clerk must deliver, by personal service or certified mail, the certificate to the successful candidate who must return the certificate of election within thirty days, sign the oath of office, and sign the acceptance of office. A person who fails to qualify prior to the specified time shall be deemed to have refused to serve ([Minnesota Statutes section 205A.10, subdivision 3](#)).

Term of Office

The term of office for school board members is four years. Generally, a board member is elected to fill an open seat on the board created by the expiration of a term (except as may be otherwise provided by a transition schedule from odd- to even-numbered year or from even- to odd- numbered year elections) beginning the first Monday in January

([Minnesota Statute section 123B.09, subdivision 1](#)). The member takes office on that date regardless of the date of the organizational meeting.

Board Vacancy

A board vacancy occurs when a member dies, resigns, ceases to be a resident of the district or is unable to serve on such board and attend its meetings because of illness or prolonged absence from the district ([Minnesota Statutes section 123B.09](#)). A board vacancy must be filled by board appointment, evidenced in an adopted resolution, and is effective 30 days following the appointment, unless a petition to reject the appointee is filed and meets statutory requirements. A special election must be held to fill the remainder of the term no later than the next General Election Day unless the vacancy occurs less than 90 days prior to the General Election Day. If the vacancy occurs that close to the General Election Day and in the third year of the term or any day within the fourth year of the term, no special election is required. If the vacancy occurs that close to the General Election Day and in years one or two of the term, the special election must be held no later than the General Election Day of the next calendar year.

A person filling a vacancy by special election takes office immediately after qualifying. To qualify for an elected office means the certificate of election has been received, the acceptance of office has been signed, the finance report has been turned in, and the oath of office has been taken and signed.

Post-Election, No Pre-Seating of New Members

Board members are elected in November ([Minnesota Statutes, section 205A.04](#)), but their terms of office do not begin until the first Monday in January ([Minnesota Statutes, section 123B.09, subdivision 1](#)). Currently serving members retain their seats until the expiration of their respective terms. During the time between being elected and the first Monday in January, board members-elect are citizens who are not board members yet. For this reason, board members-elect should not be treated the same as seated members. As a result, wise boards do not allow board members-elect to sit at the board table, participate in the deliberations, be asked how they would vote on a topic during a meeting, or be allowed to conduct or otherwise participate in any other board business. These restrictions avoid the confusion that can result when members-elect are allowed to participate in meetings prior to being officially seated.

School Board Members and Data Privacy

Minnesota's Government Data Practices Act requires school board members to maintain data privacy as described in the Act ([Minnesota Statutes, chapter 13](#)). To protect data privacy rights of the district's students and staff, board members-elect should not be given access to non-public data until they officially begin their term of office.

In the interim, board members-elect can spend time preparing to take office. Boards can help board members-elect by providing an orientation, inviting them to meetings, sending them meeting agendas and packets (public information only) prior to the meetings, and encouraging them to attend MSBA's new board member trainings (Phase I and Phase II, which include school board member training in school finance and management as required under [Minnesota Statutes, section 123B.09, subdivision 2](#)). Additional information can be found on MSBA's website.

Combining the Duties of Clerk and Treasurer

As previously noted, Minnesota law requires boards to select from its members a chair, a clerk, and a treasurer. Minnesota law does not allow the board to select one of its members to serve in the combined office of clerk/treasurer. The law allows a board to combine and delegate *the duties of* the offices of clerk and treasurer to a single person who is employed by the district in its business office. A resolution is required if the duties of the clerk and treasurer are delegated. The resolution is a one-time requirement, not an annual one. Even so, the law still requires that an elected school board member hold each of the offices of chair, clerk, and treasurer. A "Sample Resolution" is provided below.

SAMPLE RESOLUTION

WHEREAS, Minnesota Statutes 123B.14, Subd. 1, empowers the School Board to combine the duties of the offices of Clerk and Treasurer of the School Board in one person in the Office of Business Affairs of the School District.

WHEREAS, the School District has decided to combine the duties of the Clerk and Treasurer in one person in the Office of Business Affairs.

THEREFORE, BE IT RESOLVED THAT the _____ of the School District is designated by the School Board of Independent School District No. ____ to perform the duties of Clerk and Treasurer of the District.

Moved by:

Seconded by:

The following voted in favor:

The following voted against:

WHEREUPON the resolution was declared adopted.

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INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

RESOLVED by _____

That the following persons be elected Officers of the School Board of Independent School District No. 94, effective January 6, 2025:

CHAIR:

- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
 - Nominations Closed.
 - Voice Vote: D. Battaglia, Sarah Buhs, G. Huard, M. Juntunen, N. Sandman, K. Scarbrough

CLERK:

- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
 - Nominations Closed.
 - Voice Vote: D. Battaglia, Sarah Buhs, G. Huard, M. Juntunen, N. Sandman, K. Scarbrough

TREASURER:

- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
- _____ nominated _____ as Chair and _____ seconded the nomination.
 - Nominations Closed.
 - Voice Vote: D. Battaglia, Sarah Buhs, G. Huard, M. Juntunen, N. Sandman, K. Scarbrough

Motion for the adoption of the foregoing resolution was duly seconded by member

_____ and it was declared adopted on the following vote:

	YEA	NAY	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):

2024-2025 School Board Compensation Comparison

District	District Admin Assistant Contact Info	Monthly Salary	# of regular meetings	Annual Salary	Per Meeting Rate	Officer Salary	Other Compensation	Other Comments
Becker								
Big Lake	Kim Johnson ki.johnson@biglakeschools.org	none	12 regular, organizational, typically 7 work sessions, special meetings as needed	none	\$75.00/\$110.00 if meeting is more than 4 hours	annually \$700 Chair/\$500 Treasurer		
Byron								
Cloquet	Mary Marciniak mmarciniak@isd94.org	\$300.00/mo.	2x month except July and Dec (sometime March due to spring break) Working sessions held before regular meetings	\$3,600.00	\$85.00/mtg. outside monthly mtgs. (negotiations, special mtgs., community events etc.)	Same for all	Mileage per IRS	Thanks for helping!
Delano	Bobbie Dahlke	None	12 regular, 12 work sessions, organizational, special meetings as needed	None	\$60/meeting; \$25 committee mtg/work sessions/special meetings; \$12.50/hr not to exceed \$100 for wkshps/special meetings	Chair - \$300/yr; Clerk - \$250/yr	Mileage per IRS	
Detroit Lakes		No monthly Salary	12 meetings per year	No annual salary	\$200/ Board Meeting \$60/day for all other meetings/conventions		Mileage per IRS	Meals are included for overnight travel.
Fergus Falls								
Hibbing	Trina Baumgardner	\$450 Chair / \$400 for other members	12 Meetings per year	No Annual Salary	\$50.00/mtg outside monthly mtgs	Same for all	Mileage per IRC	
Hutchinson	Tina Voricek		12 regular, 12 work sessions and special meetings as needed	\$4,500		None		For 2025, we have a Board subcommittee that will be proposing a different compensation structure that corresponds to the meeting they attended (I really wish they would leave it as a yearly salary).
Little Falls	Kelly Preusser kpreusser@falls.k12.mn.us	\$300 Monthly	12 Meetings per year, plus work sessions	\$3,600.00		Chair \$300 Annually	Mileage Per IRS,	\$50-\$100 Stipend for required official business for at least 3 hours and less than 6. (\$50), (\$100) for 6 or more hours
Marshall	Emily Ruppert emily.ruppert@marshall.k12.mn.us	N/A	2 meetings/month excluding 1 meeting in July. 6 Work Session Meetings/year. Plus committee meetings.	Chair: \$3,300/year; Board Members: \$3,000/year			Mileage per IRS, Per Diem is \$200 for a full day or \$100 half day	Meals are included for overnight travel.
North Branch								
Red Wing								
Rock Ridge								
Rocori								
Saint Peter	kdeming2@stpeterschools.org	Chair: \$500, Vice Chair: \$300, Treasurer: \$400, Clerk: \$350 and Director: \$300	12 Regular Board Meetings/year, 5 Study Sessions/year, 1 Special Board Meeting/ year and 1 Organizational Meeting/year.	Chair: \$6,000/year, Vice Chair: \$3,600 /year, Treasurer: \$4,800/year, Clerk: \$4,200/year and Director: \$3,600/year				
Winona	Kacie Lovas kacie.lovas@winona.k12.mn.us	Chair: \$150 month, \$125 for board members	24 Regular Meetings (Including Org. Mtg.), 2 Work Sessions	Chair: \$1,800, Board members: \$1,500	Monthly Stipend, not per meeting			

2024-2025 School Board Salaries

District	Admin Asst Contact	Number of Meeting/Year	Month/Yearly Salary	Chair or Officer Additional Pay	Additional Mtg Stipend	Additional Comments	Last Updated
Cloquet School District ISD 94	Mary Marciniak mmarciniak@isd94.org	22 - 2 x month, 1x July & Dec	\$300/month; \$3,600/yr	No	\$85/meeting, event	Paid \$85 for negotiations, additional mtgs, community events, etc.	10/30/2024 Our board establishes their salary on a calendar year basis at its organizational meeting in Jan.
Moose Lake ISD #97	Shari Anderson shari.anderson@isd97.org	12 - 1 x mon, plus extra as needed	\$1500/year	Yes, Chair +\$1200/yr, Clerk +\$300/yr	none	Paid \$50/day for overnight conferences (MSBA, MREA, etc)	10/30/2024 Our board establishes their salary on a calendar year basis at its organizational meeting in Jan.
Barnum ISD 91	Lisa Riihiluoma lriihiluoma@isd91.org	12 - 1 x mon, extra as needed	none	Chair = \$90/mo.	\$60/meeting	Other full day mtg = \$90 ea., 1/2 day = \$60 ea.; Negotiations full day = \$100 ea., 1/2 day = \$65 ea.	10/30/24
Esko ISD 99	Julie Pelletier jpelletier@esko.k12.mn.us	12 - 1 x month - more if needed Plus additional committee mtgs	\$60 per meeting	No		Paid twice a year - July & January - \$1680 six month cap. These amounts are established at every January organizational meeting.	10/30/24
Floodwood	Ashley Engh aengh@isd698.org	12 - 1x a month regular meetings 12 - 1x a month Working Sessions	\$2,100 per year	Chair - extra \$150, Clerk - extra \$100		\$40 per committee meeting (approx 40 per year plus personnel as needed), \$100.00 for working sessions, organizational or special meetings, \$150 for all day events	10/30/2024
Wrenshall	Rosy Bradley rbradley@isd100.org	22 + Additional as needed	\$1,000/year	No	No	Paid 2X/year	10/30/2024
Willow River	Cathy Troskey ctroskey@isd577.org	12 - 1 x mon (6 Board Members) 3 committee mtg/mo., extra as needed	\$9,000 per year	No	No		
Proctor	Lori Johnson ljohnson@proctor.k12.mn.us	22 - 2 x month, 1x July & Dec	\$50 per board meeting or committee meeting attended and mileage at the IRS rate.	Chair gets an additional \$100 per month and the clerk gets an additional \$60 per month.	\$50/meeting		10/30/2024
St. Louis County	Jeanne Sopp jsopp@isd2142.k12.mn.us	22 - 2 x month, 1x July & Dec	\$400/month (<i>pd regardless of attendance</i>)	n/a	\$15/hr for special mtgs, comm mtgs, conferences, etc.	Our board establishes their salary on a calendar year basis at its organizational meeting in Jan.	10/30/2024
Carlton School District ISD 93	Jenny Stahlbusch jstahlbusch@carlton.k12.us	2x mon - 24 mtg	\$1000 per year, plus mileage	\$40 per meeting including additional meetings		paid 2x a year	
Cromwell-Wright ISD 95	Lynn Odegaard lodegaard@isd95.org	12 - 1x a month regular meetings		Officers \$150/year	\$50/meeting	Pd 2x a year. Reg., Special & Committee Mtg., \$50/meeting; Out of District Workshop \$75; Conference \$175	10/30/2024 Our board establishes their salary on a calendar year basis at its organizational meeting in January.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

RESOLVED by _____

That the School Board of Independent School District No. 94 shall be paid \$ _____ (currently \$300.00) per month, effective January 6, 2025.

That the School Board of Independent School District No. 94 shall be eligible to claim \$ _____ (currently \$85.00) per meeting attended and mileage reimbursement in the amount of \$0.70/mile effective January 1, 2025.

Motion for the adoption of the foregoing resolution was duly seconded by member _____ and it was declared adopted on the following vote:

	YEA	NAY	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):



Cloquet Public Schools School Board Meeting Dates January – December 2025

Central Administration Office
302 – 14th Street, Cloquet, MN 55720
218-879-6721 / www.isd94.org

Contact: Dr. Michael Cary, Superintendent, ext. 6202
Mary Marciniak, Executive Assistant, ext. 6204

JANUARY

Monday, January 6
Monday, January 27

FEBRUARY

Monday, February 10
Monday, February 24

MARCH

Monday, March 17? Due to spring break

APRIL

Monday, April 14
Monday, April 28

MAY

Monday, May 12
Tuesday, May 27 (Holiday 5/26)

JUNE

Monday, June 9
Monday, June 23

JULY

Monday, July 14

AUGUST

Monday, August 11
Monday, August 25

SEPTEMBER

Monday, September 8
Monday, September 22

OCTOBER

Monday, October 13 Indigenous People's Day
Monday, October 27

NOVEMBER

Monday, November 10
Monday, November 24

DECEMBER

Monday, December 8

Please note:

- Working sessions begin at 5:30 p.m.
- Regular meetings begin at 6:00 p.m.
- School Board Working Sessions and Regular School Board meetings are held in the Garfield School Board Room on the 2nd Floor.
- If there is inclement weather, the Board reserves the right to hold the meeting the following day.



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	Juneteenth ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	Indigenous Peoples Day (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 17, 2025	Presidents' Day *	No meetings



March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	Juneteenth ^	No school, no meetings

* [Minnesota Statutes Section 645.44](#) list dates that are “holidays” under state law. Minnesota’s political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher’s contract. If Martin Luther King’s birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see [Minnesota Statutes Section 120A.42](#) (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year’s Day (January 1)
Juneteenth (June 19) [new]
Independence Day (July 4)

Veterans Day (November 11)
Christmas Day (December 25)

Juneteenth ^

On Juneteenth (June 19), “public schools may offer instruction and programs on the occasion.” For more information, see [Minnesota Statutes 10.55](#) (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the “instruction and programs on the occasion” that may be offered.

Indigenous Peoples Day ^^

In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to “Christopher Columbus Day” or “Columbus Day” are to be changed to “Indigenous Peoples Day” in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in [Minnesota Statutes Section 120A.42](#) (*Conduct of School on Certain Holidays*) continue to apply on this date.

Constitution Day (September 17)

September 17 is Constitution Day and Citizenship Day (Constitution Day). This day commemorates the September 17, 1787 signing of the United States Constitution.

Each educational institution that receives Federal funds for a fiscal year is required to hold an educational program about the U.S. Constitution for its students on September 17 (if it falls on a weekend; it should be held in the previous or next week). The federal Department of Education has additional information and resources available on its [website](#).





**CLOQUET SCHOOL DISTRICT
2024-2025 SCHOOL BOARD “ADOPTED” SCHOOLS**

As of October 1, 2024

Churchill Elementary School

Melissa Juntunen

Garfield School

Gary Huard

Middle School

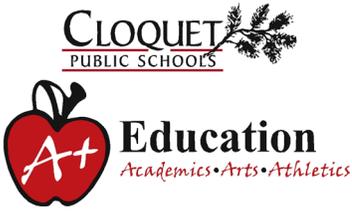
Dave Battaglia

Washington Elementary School

Sarah Buhs

Senior High School

Nate Sandman and open



CLOQUET SCHOOL DISTRICT SCHOOL BOARD COMMITTEES (2024-2025 SY)

(As of July 8, 2024 in red)

- ❖ **Budget/Staffing Committee:** _____
Dave Battaglia, Nate Sandman

- ❖ **Buildings & Grounds Committee:** _____
Dave Battaglia, Sarah Buhs, Gary Huard

- ❖ **Community Education and Recreation Advisory Council:** _____
Melissa Juntunen

- ❖ **Curriculum & Instruction/DAC/District Calendar:** _____
Melissa Juntunen, Ken Scarbrough

- ❖ **District Health, Safety & Crisis Committee:** _____
Sarah Buhs, Gary Huard, Ken Scarbrough

- ❖ **District Equity Committee** _____
Sarah Buhs, Ken Scarbrough

- ❖ **District Insurance Committee** _____
Melissa Juntunen, Nate Sandman

- ❖ **District Policies Review Committee:** _____
Dave Battaglia, Nate Sandman

- ❖ **District Technology Committee:** _____
Melissa Juntunen, Nate Sandman

- ❖ **Ice Arena Committee:** _____
Gary Huard, Nate Sandman

- ❖ **Local Indian Education Committee:** _____
Nate Sandman, Ken Scarbrough

- ❖ **MSBA Legislative Liaison:** _____
Nate Sandman

- ❖ **Minnesota State High School League:** _____
Dave Battaglia

- ❖ **Salary Negotiations Committees:**
 - **AFSCME Council #65 Units -** _____
Custodial, Dietary, Paraprofessionals/AIE/COTAs, and Dave Battaglia, Gary Huard, Ken Scarbrough

Secretaries

- **Education Minnesota – Cloquet (EMC)**

Dave Battaglia, Sarah Buhs, Ken Scarbrough

- **Non-Certified Administrative Support Association**

Sarah Buhs, Melissa Juntunen, Ken Scarbrough

- **Superintendent, Principals, Business Manager**

Sarah Buhs, Melissa Juntunen, Nate Sandman

- **Other Contracts** (Technology, Print Shop, Community Ed, Data Information Specialist)

Gary Huard, Melissa Juntunen, Ken Scarbrough

- ❖ **Special Education Cooperative Advisory Committee:**

Ken Scarbrough

- ❖ **Transportation Ad Hoc Committee:**

Gary Huard, Melissa Juntunen (As needed)

December 9, 2024

RESOLVED by G. Huard to approve D. Battaglia as acting chair for the Committee of the Whole Meeting. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call. The Committee of the Whole Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on December 9, 2024, was called to order by Acting Board Chair D. Battaglia at 4:32 p.m. S. Buhs arrived at approximately 4:41 p.m.

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

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

Present in Person

- Mary Marciniak, Exec. Asst. to the Superintendent
- LeAnn Butler, School Board Member Elect
- Joe Bowen, Pine Knot Newspaper Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.

APPROVAL OF BOARD AGENDA

- RESOLVED by D. Battaglia to approve December 9, 2024, Committee of the Whole Agenda, as presented. G. Huard seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- The board decided to interview all school board candidates. A committee meeting was set for 12:30 p.m. on Friday, December 13, 2024, to set interview questions and interviews will be held on Monday, December 16, 2024, starting at 5 p.m.

There being nothing further to discuss, Acting Board Chair D. Battaglia adjourned the meeting at 4:50 p.m.

December 9, 2024

Board Chair, N. Sandman called the working session to order at 5:30 p.m. The Cloquet High School Madrigals performed for the board. Music teachers, K. Huseh and R. Card present their proposal for a music trip to New York City with band and choir students in March of 2026.

Topics discussed:

Dr. Cary gave an update on negotiations. He thanked retiring teacher Lisa Lamirande, Swim Coach Rachel Peterson and board members Nate Sandman and Sarah Buhs for their service to the district. C. Nelis, Business Manager, reviewed the bond pre-sale report. There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 5:51 p.m.

December 9, 2024

The Truth in Taxation Hearing of the School Board of Independent School District No. 94, in the City of Cloquet on December 9, 2024, was called to order by Board Chair N. Sandman at 6:00 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 Ground Director
- T.J. Smith, IT Director
- Ashlee Lennartson, EMC Representative
- LeAnn Butler, School Board Member Elect
- Joe Bowen, Pine Knot Newspaper Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve December 9, 2024, Truth in Taxation Hearing agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- C. Nelis, Business Manager, presented the Truth in Taxation information.

- RESOLVED by D. Battaglia to approve the 2024 school levy for taxes payable in 2025, as presented. S. Buhs seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:13 p.m.

December 9, 2024

The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on December 9, 2024, was called to order by Board Chair N. Sandman at 6:15 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 Ground Director
- T.J. Smith, IT Director
- Ashlee Lennartson, EMC Representative
- LeAnn Butler, School Board Member Elect
- Joe Bowen, 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 G. Huard to approve December 9, 2024, regular board agenda, as presented. S. Buhs seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by N. Sandman to approve the November 25, 2024, Regular Meeting minutes, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yeas 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. C. Nelis, Business Manager, gave an update on the revised budget. B. Wilton, Building and Ground Director, gave an update on projects over holiday break and work on LTFM plan restructuring for 2025 projects.

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

- RESOLVED M. Juntunen to approve Claims, November 22 and 27, 2024, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by D. Battaglia to approve the Consent Items, as presented.

1. Retirements:

- Lisa Lamirande, 1.0 FTE Language Arts Teacher at CMS, effective March 13, 2025

2. Resignations:

- Agnes (Marie) Dixon, 6.75 hrs./day Paraprofessional at NLA, effective December 20, 2024
- Rachel Peterson, Head Girls Swim Coach, effective end of the swim season

3. Recommendations of Employment:

	<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a.	Wendy Newcomb	6.75 hrs./day Nurse at CMS	\$23.37	12/10/24
b.	Seth Norton	Program Assistant at Kids Corner	\$16.17	12/11/24

4. Extra Services Contracts

- Ashlee Lennartson Gifted and Talented Coordinator \$500.00
- Jessica Gagne Gift and Talented Coordinator \$1,000.00

4. Permission to Post

- 1.0 FTE Special Education (ASD Preferred) Teacher at NLA

- b. 6.75 hrs./day Paraprofessional at NLA
- c. 20 hrs./week ECSE Paraprofessional through Churchill Elementary
- d. Head Girls Swim Coach
- G. Huard seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

SCHOOL BOARD COMMITTEE REPORT

- Enrollment report from December 4, 2024, was reviewed.

AGENDA ADDENDUMS

- There were none.

NEW BUSINESS

- RESOLVED by S. Buhs to approve the request from the CHS music department to take choir and band students on a trip to New York City in 2026, as presented. N. Sandman seconded the motion and the resolution was approved by unanimous yeas vote of all members present on roll call.

SUPERINTENDENT REPORT

- Dr. Cary covered the items in the working session, but thanked the outgoing board members, Nate Sandman and Sarah Buhs.

FOR YOUR INFORMATION

- Ehlers Pre-Sale Report for General Obligation School Building Refunding Bonds, Series 2025A
- Washington Elementary School December Newsletter

UPCOMING MEETINGS/EVENTS

- Thursday, December 12, 2024 - AFSCME Custodial Negotiations - 2:30 p.m. – Boardroom
- Friday, December 13, 2024 – Committee of the Whole School Board Meeting – 12:30 p.m.
- Monday, December 16, 2024 - District Technology Committee Meeting - 4 p.m. - CMS Conf. Rm B
- Monday, December 16, 2024 – Committee of the Whole School Board Meeting – 5 p.m.
- January 6, 2025 – Organizational and Regular Board Meeting, 5:30 p.m. Working Session, 6:00 p.m. Regular Meeting

ADJOURNMENT

There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:20 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

December 13, 2024

RESOLVED by G. Huard to approve D. Battaglia as acting chair for the Committee of the Whole Meeting. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call. The Committee of the Whole Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on December 13, 2024, was called to order by Acting Board Chair D. Battaglia at 12:34 p.m.

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

- Dave Battaglia
- Gary Huard
- Melissa Juntunen

Present in Person

- Mary Marciniak, Exec. Asst. to the Superintendent
- LeAnn Butler, School Board Member Elect
- Nichole Diver, School Board Member Elect

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve December 13, 2024, Committee of the Whole Agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- The board decided on the interview questions that will be asked of each school board candidate on December 16, 2024.

There being nothing further to discuss, Acting Board Chair D. Battaglia adjourned the meeting at 1:22 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

December 16, 2024

RESOLVED by G. Huard to approve D. Battaglia as acting chair for the Committee of the Whole Meeting. M. Juntunen seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

The Committee of the Whole Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on December 16, 2024, was called to order by Acting Board Chair D. Battaglia at 5:00 p.m.

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

- Dave Battaglia
- Gary Huard
- Melissa Juntunen

Present in Person

- Mary Marciniak, Exec. Asst. to the Superintendent
- LeAnn Butler, School Board Member Elect
- Nichole Diver, School Board Member Elect
- Jana Peterson, Pine Knot Newspaper Rep.

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve December 16, 2024, Committee of the Whole Agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- The board interviewed the following school board candidates: Shaun Williams, Nate Sandman, Ted Lammi, Robert Peacock, Brendon McKeon and Jason Loons.
- The board reviewed the candidates and made a preliminary decision. An official decision will be made at the January 6, 2025, organizational meeting.

There being nothing further to discuss, Acting Board Chair D. Battaglia adjourned the meeting at 7:52 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Department Reports

Churchill Elementary:

Hello From Churchill,

Thank you to the Churchill PIE for another very successful Holiday Expo. Churchill students and staff celebrated the upcoming holidays with a week full of events before our break. Those days included a visit from the Madrigals and 8th grade band, dress-up days, a school sing-along, and a 4th grade skating and sledding event. Thank you to the first grade and Mrs. Roemhildt for another great family holiday music program. Churchill hosts a Wilderness Hockey Family night on Friday, January 3rd. Excel Afterschool Reading and Math begins for the new year on January 6th. Happy New Year from Churchill.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

Washington update:

- 1st grade music program on 12/12 was a huge success!
- Madrigals performed on 12/17 and did a fabulous job. Thank you to Ms. Card and the Cloquet Music Department for coordinating the visit!
- 10 days 'til Christmas break with staff secret spirit days and staff treats for all 10 days
- Kindergarteners were able to select the theme for our spirit day on 12/19 and chose "Holiday Headwear!" Great job for showing purple pride and earning the ability to select our theme!!
- All school movie day on 12/20. Many thanks to our Partners in Education team for fully funding the event so all Washington students could attend for free!
- Every year the staff at Washington (in addition to some community helpers and local businesses) sponsor families before Christmas. This year we were able to provide gifts and holiday cheer for seven different Washington families!
- Wishing everyone a Happy Holiday season and a great New Year from the students and staff at Washington!

Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

Mobile Food Bank with Student Council:



**CMS Conferences:**

CMS conferences for 7& 8th grade brought in several families on 12.04.24. It is always nice to connect with families and assist them in any way needed. The temps were freezing, and with it now dark at 4pm, it was great to see the families that had braved the colder temps.

Staff Development Day:

Staff development day on December 6th focused on PLC work in academic vocabulary, argumentative writing, Restorative Practice circle work, and LETRS training for some staff members.

Classroom update by Emily Hallgren:

Earlier this fall, the 5th and 6th-grade center-based EBD students had a wonderful morning at Ru Ridge Corn Maze. They explored the twists and turns of the corn maze, enjoyed various fun yard games, climbed on playground equipment, fed adorable farm animals, and handpicked pumpkins from the pumpkin patch to bring back to school for painting. The visit wrapped up with a scenic hayride around the farm, making it a memorable day spent outdoors in beautiful weather.

Submitted by Thomas Brenner, Cloquet Middle School Principal

Cloquet High School:

- We've finished up our first round of band and choir concerts.
- Our staff is putting the final touches on the registration manual for students – we'll be registering for classes for 25-25 in early February.
- Winter sports seasons are keeping our students and staff busy most nights of the week.
- Our student council is hosting a volleyball game fundraiser on 12/18 at CHS.
- Robotics has started for the season.
- Mock Trial is underway.
- Our Ojibwe Quiz Bowl and Knowledge Bowls teams are competing.

- Snoball is going to take place on 1/18 at CHS. During Covid we moved the dance to the high school and students have decided to continue with it on campus while keeping Prom at a facility off-site.

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

The week prior to the winter break has traditionally been a symposium week for us, and this year is the same. I personally have not been at a school or district that supports an activity like this, and it is very inspiring to see teachers working so diligently to create experiences that challenge students to get outside of their comfort zones and experience new things. I'm including some pictures of their adventures at Gooseberry, Duluth Curling Club, the Canal Cam at Canal Park, Adventure Zone, the Glensheen Mansion and the Tweed Museum at UMD, volunteering at the Salvation Army, bell ringing, Damiano Center, CHUM, and Animal Allies, among many other things. They get to do things they've never done in places they've never been.







Submitted by Dr. Marcia Nelson, CAAEP Principal

Community Education

Drivers Education

For 2024, 147 students completed the classroom portion of our Drivers Education program. One hundred and eleven students completed behind the wheel training. We also had 67 participants in our Point of Impact sessions

which educates parents/guardians about teen driver risks and laws. Due to the high demand for our program, we continue to only offer it to students attending CHS, CAAEP, and FDL. The next classroom section will start January 13.

Submitted by Erin Bates, Community Education Director

Business Department:

Candace Nelis, Business Manager, will be attending in person

American Indian Education Department:

Greetings School Board Members,

The Achievement & Integration progress report was submitted to the state on December 13th with the 23/24 data. A presentation will follow. We are currently in year 3 of a 3-year cycle and will know if Cloquet Schools will qualify in late winter for future years. This funding provides many additional supports to all students and aids in closing achievement gaps, reducing suspensions, and lowering absenteeism.

Project Dreamcatcher is holding a workshop at Fond du Lac Tribal and Community College in January. The workshop will cover topics specific to American Indian students receiving Special Education services and how to understand and advocate for students and families. AIE hopes to extend this opportunity to IHSL's.

Our first Senior check in meeting was mid-December and included a variety of topics discussed; including important dates, inclusiveness and scholarship opportunities. A meal was shared and asemaa given for a blessing.

Looking forward to a busy and productive 2025.

Submitted by Teresa Angell, American Indian Education

Building and Grounds

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

Technology

T.J. Smith, Technology Director, will be attending in person

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$659,099.15
02	Food Services	\$74,530.93
03	Transportation	\$129,183.82
04	Community Services	\$2,227.86
05	Capital Expenditure	\$457.33
06	Building Construction	\$35,480.20
12	Activities	\$20,530.50
Report Total		\$921,509.79

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	105735	25575	Check	1	7820		ABRAHAMSON, CASSI	Yes	No	No	USD	12/04/2024	600.00
			105654	25576	Check	1	00400		ACTIVITY FUND-SENIOR HIGH	Yes	No	No	USD	12/04/2024	212.50
			105720	25577	Check	1	4780		AIM ELECTRONICS	Yes	No	No	USD	12/04/2024	2,385.00
			105730	25578	Check	1	6516		ANDERSON, HEIDI	Yes	No	No	USD	12/04/2024	71.89
			105756	25579	Check	1	8863		ANGELL, TERESA	Yes	No	No	USD	12/04/2024	60.00
			105678	25580	Check	1	11113		APPTEGY INC	Yes	No	No	USD	12/04/2024	15,697.50
			105657	25581	Check	1	1006		ARROWHEAD SPRINGS	Yes	No	No	USD	12/04/2024	225.00
			105753	25582	Check	1	8609		BALOW, JORDAN J	Yes	No	No	USD	12/04/2024	68.00
			105747	25583	Check	1	8268		BATES, ERIN	Yes	No	No	USD	12/04/2024	60.00
			105751	25584	Check	1	8486		BATTAGLIA, SCOTT M	Yes	No	No	USD	12/04/2024	168.00
			105655	25585	Check	1	05105		BERNICKS VENDING	Yes	No	No	USD	12/04/2024	938.31
			105656	25586	Check	1	05150		BEST OIL COMPANY	Yes	No	No	USD	12/04/2024	504.68
			105687	25587	Check	1	11350		BOBCAT OF DULUTH INC	Yes	No	No	USD	12/04/2024	457.33
			105682	25588	Check	1	11216		BOIS FORTE TRIBAL COUNCIL	Yes	No	No	USD	12/04/2024	200.00
			105691	25589	Check	1	11394		BOOTH EDWARD	Yes	No	No	USD	12/04/2024	68.00
			105766	25590	Check	1	9548		BRENNER MARK	Yes	No	No	USD	12/04/2024	35.00
			105729	25591	Check	1	6391		BROMAN, KIMBERLY	Yes	No	No	USD	12/04/2024	253.15
			105732	25592	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	12/04/2024	520.03
			105689	25593	Check	1	11392		BULAU WILLIAM	Yes	No	No	USD	12/04/2024	68.00
			105764	25594	Check	1	9338		CAPLE, MATTHEW SCOTT	Yes	No	No	USD	12/04/2024	210.00
			105667	25595	Check	1	10865		CARD RHONDA	Yes	No	No	USD	12/04/2024	453.10
			105763	25596	Check	1	9301		CARMENS RESTAURANT	Yes	No	No	USD	12/04/2024	600.00
			105666	25597	Check	1	10843		CARTER DEB	Yes	No	No	USD	12/04/2024	260.85
			105681	25598	Check	1	11151		CHARTRAND JONATHAN	Yes	No	No	USD	12/04/2024	68.00
			105723	25599	Check	1	55545		CINTAS CORPORATION LOCATION 2	Yes	No	No	USD	12/04/2024	686.16
			105662	25600	Check	1	10470		CLOQUET COMMUNITY EDUCATION	Yes	No	No	USD	12/04/2024	125.00
			105674	25601	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	12/04/2024	6,804.23
			105676	25602	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	USD	12/04/2024	124,381.11
			105685	25603	Check	1	11335		COIL DARRIN	Yes	No	No	USD	12/04/2024	68.00
			105701	25604	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	12/04/2024	1,960.00
			105690	25605	Check	1	11393		CONROW WYATT	Yes	No	No	USD	12/04/2024	202.00
			105767	25606	Check	1	9578		CONSTELLATION NEWENERGY -GA	Yes	No	No	USD	12/04/2024	7,048.53
			105692	25607	Check	1	11395		DAY SHARON	Yes	No	No	USD	12/04/2024	500.00
			105680	25608	Check	1	11119		DELOACH NATHANAEL	Yes	No	No	USD	12/04/2024	68.00
			105722	25609	Check	1	5509		DOHNANSKY, ELIZABETH	Yes	No	No	USD	12/04/2024	60.00
			105693	25610	Check	1	11396		DOKKEN JORDAN MAE	Yes	No	No	USD	12/04/2024	17.00
			105684	25611	Check	1	11308		DULUTH CHILDRENS MUSEUM	Yes	No	No	USD	12/04/2024	64.00
			105728	25612	Check	1	6347		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	12/04/2024	276.77
			105755	25613	Check	1	8808		EMANUEL, BRAD	Yes	No	No	USD	12/04/2024	105.00
			105745	25614	Check	1	8207		ERZAR, TYLER JAY	Yes	No	No	USD	12/04/2024	105.00
			105675	25615	Check	1	11034		FABBRO GIACOMO	Yes	No	No	USD	12/04/2024	68.00

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
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			105713	25617	Check	1	3316		FOLLETT CONTENT SOLUTIONS LLC	Yes	No	No	USD	12/04/2024	1,074.82
			105706	25618	Check	1	19740		FOND DU LAC OJIBWAY SCHOOL	Yes	No	No	USD	12/04/2024	582,715.20
			105715	25619	Check	1	3900		FRABONIS	Yes	No	No	USD	12/04/2024	625.95
			105671	25620	Check	1	10921		GAMST ANNA	Yes	No	No	USD	12/04/2024	152.11
			105757	25621	Check	1	9009		GILBERT, SYDNEY	Yes	No	No	USD	12/04/2024	235.84
			105741	25622	Check	1	8095		GILBERTSON, KYLE	Yes	No	No	USD	12/04/2024	105.00
			105694	25623	Check	1	11397		GOLDBERG KRISTEN	Yes	No	No	USD	12/04/2024	34.95
			105702	25624	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	USD	12/04/2024	1,504.27
			105670	25625	Check	1	10917		GYDESEN RACHEL	Yes	No	No	USD	12/04/2024	62.20
			105762	25626	Check	1	9291		HEXUM, AMY	Yes	No	No	USD	12/04/2024	105.86
			105727	25627	Check	1	6140		HILL RACHEL	Yes	No	No	USD	12/04/2024	129.79
			105726	25628	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	12/04/2024	556.74
			105733	25629	Check	1	7657		HUNT ELECTRIC CORPORATION	Yes	No	No	USD	12/04/2024	175.69
			105708	25630	Check	1	25280		INCLINE STATION	Yes	No	No	USD	12/04/2024	140.00
			105759	25631	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	12/04/2024	93.06
			105659	25632	Check	1	10238		INTERSTATE POWER SYSTEMS INC	Yes	No	No	USD	12/04/2024	1,470.20
			105686	25633	Check	1	11345		IRON RANGE PIANO	Yes	No	No	USD	12/04/2024	390.00
			105673	25634	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	USD	12/04/2024	825.00
			105707	25635	Check	1	2526		ISD #0094 - VAN	Yes	No	No	USD	12/04/2024	85.44
			105771	25636	Check	1	9842		ISD #0181	Yes	No	No	USD	12/04/2024	350.00
			105660	25637	Check	1	10338		JAAKOLA LYZ	Yes	No	No	USD	12/04/2024	5,500.00
			105695	25638	Check	1	11398		JAAKOLA RIPLEY XANDER	Yes	No	No	USD	12/04/2024	500.00
			105738	25639	Check	1	8020		KARNAS, JAMES	Yes	No	No	USD	12/04/2024	105.00
			105749	25640	Check	1	8418		KEMPS LLC	Yes	No	No	USD	12/04/2024	8,504.03
			105668	25641	Check	1	10893		KLEVEN CALEB	Yes	No	No	USD	12/04/2024	101.00
			105752	25642	Check	1	8513		KOSEY, RAY	Yes	No	No	USD	12/04/2024	105.00
			105709	25643	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	12/04/2024	149.45
			105710	25644	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	12/04/2024	4,732.43
			105698	25645	Check	1	11401		M R SIGN CO INC	Yes	No	No	USD	12/04/2024	215.18
			105740	25646	Check	1	8069		MCINERNEY, JENNIFER	Yes	No	No	USD	12/04/2024	264.20
			105704	25647	Check	1	1750		MICHAUD DISTRIBUTING	Yes	No	No	USD	12/04/2024	1,212.00
			105758	25648	Check	1	9031		MICKELSON, LARAIN LYNN	Yes	No	No	USD	12/04/2024	450.00
			105665	25649	Check	1	10765		MINERS INCORPORATED	Yes	No	No	USD	12/04/2024	396.70
			105711	25650	Check	1	3125		MINNESOTA DEPARTMENT OF HEAL	Yes	No	No	USD	12/04/2024	315.00
			105742	25651	Check	1	8133		MORRISON, KEVIN	Yes	No	No	USD	12/04/2024	120.00
			105731	25652	Check	1	6757		MORRISON, REBEKKAH	Yes	No	No	USD	12/04/2024	199.00
			105663	25653	Check	1	10672		MRI SOFTWARE LLC	Yes	No	No	USD	12/04/2024	190.00
			105750	25654	Check	1	8419		NORDIN, VICKIE	Yes	No	No	USD	12/04/2024	31.74
			105716	25655	Check	1	40801		NORTHEAST SERVICE COOP	Yes	No	No	USD	12/04/2024	870.00
			105717	25656	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	USD	12/04/2024	120.82

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	105664	25657	Check	1	10686		NORTHLAND PIANO LLC	Yes	No	No	USD	12/04/2024	288.00
			105661	25658	Check	1	10456		NOVAK JANICE	Yes	No	No	USD	12/04/2024	20.00
			105743	25659	Check	1	8150		OESTREICH, CORY	Yes	No	No	USD	12/04/2024	210.00
			105696	25660	Check	1	11399		OIEN PAULA	Yes	No	No	USD	12/04/2024	55.00
			105739	25661	Check	1	8024		O'NEILL, THOMAS ROBERT	Yes	No	No	USD	12/04/2024	105.00
			105712	25662	Check	1	3249		PACK & MAIL STATION	Yes	No	No	USD	12/04/2024	118.03
			105734	25663	Check	1	7771		PAMS LUNCHROOM LLC	Yes	No	No	USD	12/04/2024	73.00
			105703	25664	Check	1	1326		PAN O GOLD	Yes	No	No	USD	12/04/2024	1,018.05
			105705	25665	Check	1	1913		PERTLER, JILL	Yes	No	No	USD	12/04/2024	825.00
			105683	25666	Check	1	11264		PIONEER ATHLETICS	Yes	No	No	USD	12/04/2024	338.60
			105718	25667	Check	1	44930		PREMIERE THEATRES	Yes	No	No	USD	12/04/2024	378.00
			105736	25668	Check	1	7967		PROSEN, SARA	Yes	No	No	USD	12/04/2024	35.09
			105721	25669	Check	1	4822		PROSEN, TIM	Yes	No	No	USD	12/04/2024	247.00
			105669	25670	Check	1	10910		RABIDEAUX ARIANNA	Yes	No	No	USD	12/04/2024	23.12
			105699	25671	Check	1	11402		ROOM AT THE TABLE CATERING & B.	Yes	No	No	USD	12/04/2024	720.00
			105679	25672	Check	1	11117		RUSICH ZACHARY	Yes	No	No	USD	12/04/2024	68.00
			105744	25673	Check	1	8180		SALO, ADAM LEE	Yes	No	No	USD	12/04/2024	210.00
			105770	25674	Check	1	9805		SCHUSTER LAURA	Yes	No	No	USD	12/04/2024	79.25
			105754	25675	Check	1	8745		SHELDON, DARREN	Yes	No	No	USD	12/04/2024	105.00
			105746	25676	Check	1	8213		SILJENDAHL, ERIC	Yes	No	No	USD	12/04/2024	105.00
			105760	25677	Check	1	9175		SMITH, TREVOR J	Yes	No	No	USD	12/04/2024	60.00
			105672	25678	Check	1	10926		SOUNDS UNLIMITED	Yes	No	No	USD	12/04/2024	700.00
			105772	25679	Check	1	9888		STANCHFIELD DOMINIC	Yes	No	No	USD	12/04/2024	210.00
			105719	25680	Check	1	4553		STEWARTS BIKES & SPORTS	Yes	No	No	USD	12/04/2024	48.00
			105773	25681	Check	1	9923		TAFS WILLIAM	Yes	No	No	USD	12/04/2024	210.00
			105714	25682	Check	1	33710		THE MASTER TEACHER INC	Yes	No	No	USD	12/04/2024	166.90
			105697	25683	Check	1	11400		THUNDER JONATHAN	Yes	No	No	USD	12/04/2024	8,000.00
			105765	25684	Check	1	9346		TREMBLAY, REBECCA	Yes	No	No	USD	12/04/2024	618.25
			105769	25685	Check	1	9791		TYSON FOODS INC	Yes	No	No	USD	12/04/2024	790.00
			105737	25686	Check	1	7990		UECKER, JEREMY	Yes	No	No	USD	12/04/2024	68.00
			105761	25687	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	12/04/2024	36,708.13
			105748	25688	Check	1	8357		UNITED STATES TREASURY	Yes	No	No	USD	12/04/2024	23,003.11
			105724	25689	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	12/04/2024	62,399.37
			105688	25690	Check	1	11361		VESTIS	Yes	No	No	USD	12/04/2024	291.20
			105725	25691	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	12/04/2024	147.40
			105658	25692	Check	1	10082		WICK ANNETTE	Yes	No	No	USD	12/04/2024	46.48
			105677	25693	Check	1	11073		WILTON BROCK	Yes	No	No	USD	12/04/2024	60.00
			105768	25694	Check	1	9692		ZIME DEBRA	Yes	No	No	USD	12/04/2024	825.00

Bank Total: 2

\$921,509.79

Report Total:

\$921,509.79

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$57,181.25
02	Food Services	\$1,360.00
03	Transportation	\$4,866.58
04	Community Services	\$4,956.40
12	Activities	\$21,207.92
Report Total		\$89,572.15

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	105774	25695	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	12/12/2024	4,009.00
			105775	25696	Check	1	00400		ACTIVITY FUND-SENIOR HIGH	Yes	No	No	USD	12/12/2024	297.50
			105812	25697	Check	1	6134		AT&T MOBILITY	Yes	No	No	USD	12/12/2024	1,028.75
			105776	25698	Check	1	05105		BERNICKS VENDING	Yes	No	No	USD	12/12/2024	1,793.70
			105831	25699	Check	1	9540		BIRMAN, LAURA	Yes	No	No	USD	12/12/2024	363.61
			105828	25700	Check	1	9301		CARMENS RESTAURANT	Yes	No	No	USD	12/12/2024	1,440.00
			105777	25701	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	12/12/2024	8,938.07
			105785	25702	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	USD	12/12/2024	5,029.44
			105824	25703	Check	1	8797		COHEN, MICHAEL	Yes	No	No	USD	12/12/2024	392.96
			105790	25704	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	12/12/2024	6,855.00
			105800	25705	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	12/12/2024	1,984.88
			105818	25706	Check	1	8229		ESSE, DAVID	Yes	No	No	USD	12/12/2024	147.40
			105787	25707	Check	1	11404		FREEDOM WRITERS FOUNDATION	Yes	No	No	USD	12/12/2024	560.00
			105788	25708	Check	1	11405		GUSTAFSON DIANE	Yes	No	No	USD	12/12/2024	54.74
			105827	25709	Check	1	9291		HEXUM, AMY	Yes	No	No	USD	12/12/2024	149.99
			105819	25710	Check	1	8483		HIGHLAND VALLEY FARM	Yes	No	No	USD	12/12/2024	1,200.00
			105813	25711	Check	1	6140		HILL RACHEL	Yes	No	No	USD	12/12/2024	117.39
			105808	25712	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	12/12/2024	2,783.82
			105811	25713	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	12/12/2024	613.75
			105832	25714	Check	1	9685		HOWIES HOCKEY INC	Yes	No	No	USD	12/12/2024	118.05
			105825	25715	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	12/12/2024	37.14
			105784	25716	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	USD	12/12/2024	2,356.00
			105823	25717	Check	1	8749		KNUTSEN, JESSICA	Yes	No	No	USD	12/12/2024	200.53
			105795	25718	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	12/12/2024	115.35
			105816	25719	Check	1	7137		LENNARTSON, ASHLEE	Yes	No	No	USD	12/12/2024	60.97
			105798	25720	Check	1	3602		LINDE GAS & EQUIPMENT INC	Yes	No	No	USD	12/12/2024	460.25
			105793	25721	Check	1	2692		MASSP	Yes	No	No	USD	12/12/2024	405.00
			105822	25722	Check	1	8722		MCDONALD, JAMIE	Yes	No	No	USD	12/12/2024	334.53
			105797	25723	Check	1	34186		MENARDS	Yes	No	No	USD	12/12/2024	1,489.57
			105810	25724	Check	1	5743		MIDAMERICA ADMINISTRATIVE	Yes	No	No	USD	12/12/2024	54.00
			105807	25725	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	12/12/2024	1,036.39
			105799	25726	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	12/12/2024	19,519.55
			105781	25727	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	USD	12/12/2024	300.00
			105791	25728	Check	1	2037		PINE KNOT, LLC	Yes	No	No	USD	12/12/2024	2,149.00
			105783	25729	Check	1	10870		PINE RIVER- BAKUS	Yes	No	No	USD	12/12/2024	350.00
			105805	25730	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	12/12/2024	2,000.00
			105834	25731	Check	1	9849		POLKOWSKI STEVE	Yes	No	No	USD	12/12/2024	69.90
			105801	25732	Check	1	44751		POSTMAS 54 R	Yes	No	No	USD	12/12/2024	1,526.30
			105778	25733	Check	1	10420		POWERSCHOOL GROUP LLC	Yes	No	No	USD	12/12/2024	2,449.98
			105782	25734	Check	1	10830		PRING JILL	Yes	No	No	USD	12/12/2024	136.01
			105779	25735	Check	1	10452		PROCTOR HIGH SCHOOL	Yes	No	No	USD	12/12/2024	210.00

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	105826	25736	Check	1	9288		RASMUSSEN, BRENDA	Yes	No	No	USD	12/12/2024	61.64
			105780	25737	Check	1	10542		RNR YARDWORKS LLC	Yes	No	No	USD	12/12/2024	600.00
			105792	25738	Check	1	2611		ROEMHILDT, REGINA	Yes	No	No	USD	12/12/2024	175.92
			105833	25739	Check	1	9844		RUSTIC INN CAFE	Yes	No	No	USD	12/12/2024	1,503.00
			105789	25740	Check	1	11406		RUTGERS UNIVERSITY	Yes	No	No	USD	12/12/2024	188.39
			105803	25741	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	USD	12/12/2024	1,000.00
			105817	25742	Check	1	7858		SEWELL, ABBI	Yes	No	No	USD	12/12/2024	29.70
			105820	25743	Check	1	8631		SQUIRES, WALDSPURGER & MACE I	Yes	No	No	USD	12/12/2024	2,004.00
			105804	25744	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	12/12/2024	1,042.29
			105794	25745	Check	1	2960		STEVENS, CRAIG	Yes	No	No	USD	12/12/2024	1,950.00
			105802	25746	Check	1	4553		STEWARTS BIKES & SPORTS	Yes	No	No	USD	12/12/2024	925.64
			105796	25747	Check	1	33710		THE MASTER TEACHER INC	Yes	No	No	USD	12/12/2024	79.95
			105830	25748	Check	1	9346		TREMBLAY, REBECCA	Yes	No	No	USD	12/12/2024	675.25
			105806	25749	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	12/12/2024	968.07
			105786	25750	Check	1	11361		VESTIS	Yes	No	No	USD	12/12/2024	202.25
			105829	25751	Check	1	9319		WALDORF, ELIZABETH	Yes	No	No	USD	12/12/2024	214.67
			105809	25752	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	12/12/2024	147.40
			105814	25753	Check	1	6928		WATERS, NICOLE	Yes	No	No	USD	12/12/2024	144.00
			105815	25754	Check	1	7042		WATSON COMPANY	Yes	No	No	USD	12/12/2024	1,259.71
			105835	25755	Check	1	9884		WHITE CHRIS	Yes	No	No	USD	12/12/2024	2,961.75
			105821	25756	Check	1	8634		WKLK WMOZ	Yes	No	No	USD	12/12/2024	300.00
Bank Total: 2															\$89,572.15
Report Total:															\$89,572.15

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$89,075.60
02	Food Services	\$51,455.00
03	Transportation	\$5,982.76
04	Community Services	\$3,304.63
05	Capital Expenditure	\$21,134.30
12	Activities	\$16,131.95
45	OPEB Irrevocable Trust	\$1,088.19
Report Total		\$188,172.43

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	105855	25757	Check	1	11025		95 PERCENT GROUP LLC	Yes	No	No	USD	12/20/2024	5,000.00
			105836	25758	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	12/20/2024	134.00
			105884	25759	Check	1	2830		AQUA LOGIC	Yes	No	No	USD	12/20/2024	718.12
			105854	25760	Check	1	10935		ARROWHEAD WATER	Yes	No	No	USD	12/20/2024	127.60
			105846	25761	Check	1	10692		AUTOZONE STORE 3947	Yes	No	No	USD	12/20/2024	176.99
			105871	25762	Check	1	11414		BASHAW EDWIN	Yes	No	No	USD	12/20/2024	68.00
			105921	25763	Check	1	8468		BATES, KYLE	Yes	No	No	USD	12/20/2024	109.00
			105840	25764	Check	1	10331		BAUER REBECCA	Yes	No	No	USD	12/20/2024	150.00
			105859	25765	Check	1	11138		BCH LANDSCAPING LLC	Yes	No	No	USD	12/20/2024	1,875.00
			105915	25766	Check	1	8152		BIONDICH, NICHOLAS DANIEL	Yes	No	No	USD	12/20/2024	109.00
			105865	25767	Check	1	11394		BOOTH EDWARD	Yes	No	No	USD	12/20/2024	68.00
			105908	25768	Check	1	7378		BSN SPORTS LLC	Yes	No	No	USD	12/20/2024	1,029.90
			105928	25769	Check	1	9338		CAPLE, MATTHEW SCOTT	Yes	No	No	USD	12/20/2024	210.00
			105837	25770	Check	1	08337		CARLTON COUNTY HUMAN SERVICE	Yes	No	No	USD	12/20/2024	190.00
			105927	25771	Check	1	9301		CARMENS RESTAURANT	Yes	No	No	USD	12/20/2024	630.00
			105900	25772	Check	1	55545		CINTAS CORPORATION LOCATION 2	Yes	No	No	USD	12/20/2024	522.38
			105841	25773	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	12/20/2024	5,947.65
			105864	25774	Check	1	11393		CONROW WYATT	Yes	No	No	USD	12/20/2024	191.00
			105877	25775	Check	1	14301		DEMCO INC	Yes	No	No	USD	12/20/2024	231.68
			105922	25776	Check	1	8704		DEPARTMENT OF HUMAN SERVICES	Yes	No	No	USD	12/20/2024	1,441.00
			105925	25777	Check	1	9062		ERICKSON, MATTHEW	Yes	No	No	USD	12/20/2024	105.00
			105852	25778	Check	1	10881		ERNSTE CHASE	Yes	No	No	USD	12/20/2024	173.00
			105905	25779	Check	1	6393		FAIRBANKS, CHRISTY	Yes	No	No	USD	12/20/2024	315.80
			105861	25780	Check	1	11223		FIRST WITNESS CHILD ADVOCACY C	Yes	No	No	USD	12/20/2024	350.00
			105888	25781	Check	1	3316		FOLLETT CONTENT SOLUTIONS LLC	Yes	No	No	USD	12/20/2024	491.66
			105891	25782	Check	1	3900		FRABONIS	Yes	No	No	USD	12/20/2024	455.03
			105875	25783	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	USD	12/20/2024	119.95
			105870	25784	Check	1	11413		HABERMANN CHARLES	Yes	No	No	USD	12/20/2024	105.00
			105857	25785	Check	1	11118		HASSER JOSEPH	Yes	No	No	USD	12/20/2024	68.00
			105913	25786	Check	1	8116		HILL, MICHAEL	Yes	No	No	USD	12/20/2024	199.00
			105903	25787	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	12/20/2024	315.37
			105917	25788	Check	1	8200		HOLMSTROM, TIMOTHY G	Yes	No	No	USD	12/20/2024	210.00
			105904	25789	Check	1	5992		HORIZON COMMERICAL POOL SUPP	Yes	No	No	USD	12/20/2024	2,022.96
			105853	25790	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	USD	12/20/2024	710.00
			105839	25791	Check	1	10308		JUNCTION TIRE	Yes	No	No	USD	12/20/2024	103.94
			105924	25792	Check	1	8818		KANGAS, KEVIN W	Yes	No	No	USD	12/20/2024	109.00
			105842	25793	Check	1	10520		KIMINSKI PAVING	Yes	No	No	USD	12/20/2024	2,062.00
			105918	25794	Check	1	8234		KNUTSEN, STEVEN J	Yes	No	No	USD	12/20/2024	105.00
			105929	25795	Check	1	9563		KOLANCZYK RICHARD	Yes	No	No	USD	12/20/2024	105.00
			105880	25796	Check	1	2076		KOLODGE, JENNIFER	Yes	No	No	USD	12/20/2024	130.93
			105845	25797	Check	1	10589		KRYCH JUSTIN	Yes	No	No	USD	12/20/2024	68.00

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	105919	25798	Check	1	8324		KUBIS, BRENT	Yes	No	No	USD	12/20/2024	109.00
			105934	25799	Check	1	9836		KUCERA CHRIS	Yes	No	No	USD	12/20/2024	221.00
			105885	25800	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	12/20/2024	197.64
			105886	25801	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	12/20/2024	6,657.95
			105933	25802	Check	1	9792		LEAF	Yes	No	No	USD	12/20/2024	2,803.07
			105930	25803	Check	1	9569		LEMAE SARAH	Yes	No	No	USD	12/20/2024	181.82
			105872	25804	Check	1	11415		LIND CONSTRUCTION	Yes	No	No	USD	12/20/2024	2,400.00
			105879	25805	Check	1	1938		LINDSTROM, JEFF	Yes	No	No	USD	12/20/2024	42.96
			105914	25806	Check	1	8118		LINDSTROM, LUCAS	Yes	No	No	USD	12/20/2024	221.00
			105851	25807	Check	1	10798		LUMBERJACK DESIGN AND FABRICA	Yes	No	No	USD	12/20/2024	378.00
			105932	25808	Check	1	9756		LYRIC OPERA OF THE NORTH INC	Yes	No	No	USD	12/20/2024	750.00
			105868	25809	Check	1	11411		MACH BRANDON	Yes	No	No	USD	12/20/2024	314.00
			105890	25810	Check	1	38650		MADISON NATIONAL LIFE INSURANC	Yes	No	No	USD	12/20/2024	5,817.98
			105860	25811	Check	1	11143		MARCINIAK CHRISTOPHER	Yes	No	No	USD	12/20/2024	10.72
			105882	25812	Check	1	2692		MASSP	Yes	No	No	USD	12/20/2024	405.00
			105912	25813	Check	1	8069		MCINERNEY, JENNIFER	Yes	No	No	USD	12/20/2024	150.00
			105878	25814	Check	1	1750		MICHAUD DISTRIBUTING	Yes	No	No	USD	12/20/2024	928.40
			105849	25815	Check	1	10765		MINERS INCORPORATED	Yes	No	No	USD	12/20/2024	8,885.69
			105902	25816	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	12/20/2024	852.64
			105931	25817	Check	1	9628		MINNESOTA LIFE INSURANCE COMF	Yes	No	No	USD	12/20/2024	5,345.60
			105889	25818	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	12/20/2024	30,708.75
			105907	25819	Check	1	6757		MORRISON, REBEKKAH	Yes	No	No	USD	12/20/2024	181.76
			105847	25820	Check	1	10743		NORTHERN ACRYLICS INC	Yes	No	No	USD	12/20/2024	242.65
			105887	25821	Check	1	3134		NORTHEY SHAWN	Yes	No	No	USD	12/20/2024	105.00
			105892	25822	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	USD	12/20/2024	53.39
			105876	25823	Check	1	1326		PAN O GOLD	Yes	No	No	USD	12/20/2024	1,871.70
			105843	25824	Check	1	10560		PEDERSON STEPHANIE	Yes	No	No	USD	12/20/2024	148.68
			105850	25825	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	USD	12/20/2024	147.00
			105935	25826	Check	1	9882		PMA ASSET MGMT	Yes	No	No	USD	12/20/2024	1,088.19
			105894	25827	Check	1	45540		QUILL CORPORATION	Yes	No	No	USD	12/20/2024	276.35
			105858	25828	Check	1	11121		RADZAK MATTHEW	Yes	No	No	USD	12/20/2024	90.00
			105920	25829	Check	1	8427		RAJ, PAUL	Yes	No	No	USD	12/20/2024	105.00
			105906	25830	Check	1	6402		REGENTS OF THE UNIVERSITY	Yes	No	No	USD	12/20/2024	887.72
			105867	25831	Check	1	11408		REYELTS DAVID	Yes	No	No	USD	12/20/2024	112.00
			105881	25832	Check	1	2611		ROEMHILDT, REGINA	Yes	No	No	USD	12/20/2024	63.41
			105856	25833	Check	1	11117		RUSICH ZACHARY	Yes	No	No	USD	12/20/2024	68.00
			105844	25834	Check	1	10577		SARKELA THERESA	Yes	No	No	USD	12/20/2024	68.00
			105848	25835	Check	1	10758		SCHOLAS 55 INC	Yes	No	No	USD	12/20/2024	47.91
			105873	25836	Check	1	11416		SCHOOLSTATUS LLC	Yes	No	No	USD	12/20/2024	5,100.00
			105869	25837	Check	1	11412		SCHRAMM TYLER	Yes	No	No	USD	12/20/2024	112.00
			105910	25838	Check	1	7858		SEWELL, ABBI	Yes	No	No	USD	12/20/2024	21.18

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	105923	25839	Check	1	8745		SHELDON, DARREN	Yes	No	No	USD	12/20/2024	210.00
		105897	25840	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	12/20/2024	2,067.93
		105893	25841	Check	1	4553		STEWARTS BIKES & SPORTS	Yes	No	No	USD	12/20/2024	5,935.00
		105866	25842	Check	1	11407		STOLP AARON	Yes	No	No	USD	12/20/2024	68.00
		105896	25843	Check	1	5091		SVL SERVICE CORPORATION	Yes	No	No	USD	12/20/2024	542.32
		105909	25844	Check	1	7811		TENNIS WAREHOUSE	Yes	No	No	USD	12/20/2024	299.97
		105883	25845	Check	1	27353		THE JAMAR COMPANY	Yes	No	No	USD	12/20/2024	576.25
		105895	25846	Check	1	4751		TKE ELEVATOR CORPORATION	Yes	No	No	USD	12/20/2024	6,513.38
		105899	25847	Check	1	55438		TWIN PORTS PAPER SUPPLY	Yes	No	No	USD	12/20/2024	749.93
		105911	25848	Check	1	7990		UECKER, JEREMY	Yes	No	No	USD	12/20/2024	68.00
		105926	25849	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	12/20/2024	1,459.40
		105916	25850	Check	1	8187		UJDUR, GERALD	Yes	No	No	USD	12/20/2024	105.00
		105901	25851	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	12/20/2024	47,511.31
		105863	25852	Check	1	11379		VENTRIS LEARNING LLC	Yes	No	No	USD	12/20/2024	301.00
		105862	25853	Check	1	11361		VESTIS	Yes	No	No	USD	12/20/2024	88.95
		105898	25854	Check	1	5293		WALKER DISPLAY INC	Yes	No	No	USD	12/20/2024	2,863.51
		105874	25855	Check	1	1160		WENGER CORPORATION	Yes	No	No	USD	12/20/2024	5,474.56
		105838	25856	Check	1	10050		WORLDS FINEST CHOCOLATE INC	Yes	No	No	USD	12/20/2024	7,320.00
		105936	25857	Check	1	9904		ZIMNY RYAN	Yes	No	No	USD	12/20/2024	592.80

Bank Total: 2

\$188,172.43

Report Total:

\$188,172.43



Minnesota School District
Liquid Asset Fund Plus

- Accounts Dashboard
- Activity History
- Statements & Documents
- Organizational Settings
- CONTACT US
 - Secure Contact
 - FAQ

CLOQUET PUBLIC SCHOOLS,

CN

ISD# 94

Transfer Amount

Print Confirmation

\$500,000.00

Confirmation #

4101670

Transaction Type

Transfer Between
Products

Transfer From

600041 - General Fund
MSDLAF+ MAX Class

Transfer To

MSDLAF+ Liquid Class

Date Scheduled

Dec 17, 2024

Make Another Transaction

Done



Minnesota School District
Liquid Asset Fund Plus

 Accounts Dashboard

 Activity History

 Statements & Documents

 Organizational Settings

CONTACT US

 Secure Contact

 FAQ

Activity Details



ACCOUNT NAME	General Fund
INVESTMENT TYPE DESC	MSDLAF+ Liquid Class
TRADE DATE	Dec 13, 2024
SETTLEMENT DATE	Dec 13, 2024
TRANS DESC	Exchange from MSDLAF+ MAX Class to MSDLAF+ Liquid Class
TRANSACTION TYPE	Exchange Purchase
QUANTITY OF SHARES	1,100,000.00
SHARE PRICE	\$1.00
TOTAL AMOUNT	\$1,100,000.00

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	\$2,310.00	\$2,310.00	\$37.50	\$4,719.95	\$2,021.67	\$1,234.89	\$133.75	\$16,095.30	\$3,095.25	\$2,920.77	\$25,501.63
DEC	\$0.00											
JAN	\$0.00											
FEB	\$0.00											
MAR	\$0.00											
APR	\$0.00											
May-June	\$0.00											
TOTAL	\$0.00	\$5,585.00	\$7,337.80	\$141.75	\$13,127.00	\$5,952.83	\$4,137.82	\$401.50	\$50,373.70	\$9,697.25	\$9,249.11	\$79,722.21

FOOD SERVICE REPORT

MONTH	November	2024	
TOTAL INCOME		\$182,838.86	
TOTAL COSTS		\$145,382.03	
NET		\$37,456.83	
TOTAL INCOME PER MEAL		\$4.35	
TOATL COST PER MEAL		\$3.46	
NET		\$0.89	
MEALS		42,055 YTD - 133,255	

AVERAGE DAILY PARTICIPATION (ADP)

	ADP ADULTS	ADP STUDENTS	PERCENTAGE ADP STUDENTS
SENIOR HIGH	4.56	377.89	61%
MIDDLE SCHOOL	4.73	483.23	70%
WASHINGTON	5.62	367.34	80%
CHRUCHILL	9.12	242.67	76%
QUEEN OF PEACE	0	76.12	87%
CAAEP	0.95	28.06	45%
NLA	0.84	12.06	81%

Totals	25.82	1587.37	68% 96% Total program
enrollment			2584
attendance			2331

FOOD SERVICE REPORT

MONTH	November	2023	
TOTAL INCOME		\$259,384.38	Includes Supply Chain Funds
TOTAL COSTS		\$135,015.51	
NET		\$124,368.87	
TOTAL INCOME PER MEAL		\$5.71	
TOTAL COST PER MEAL		\$2.98	
NET		\$2.73	
MEALS		45,439 YTD - 132,243	

AVERAGE DAILY PARTICIPATION (ADP)

	ADP ADULTS	ADP STUDENTS	PERCENTAGE ADP STUDENTS
SENIOR HIGH	4.11	357.9	50%
MIDDLE SCHOOL	4.58	552.43	77%
WASHINGTON	5.79	386.69	82%
CHURCHILL	9.43	240.79	73%
QUEEN OF PEACE	0	90.79	87%
CAAEP	1.58	34.48	52%
NLA	0.64	8.58	86%

TOTALS	26.13	1671.66	69% 98% Total Program
enrollment			2678
attendance			2434

FOOD SERVICE REPORT

MONTH November 2024 **MONTH TO DATE** 3

TOTAL INCOME \$182,838.86
TOTAL COSTS \$145,382.03
NET \$37,456.83

TOTAL INCOME PER MEAL \$4.35
TOTAL COST PER MEAL \$3.46
NET \$0.89

MEALS 42,055 YTD = 133,255

AVERAGE DAILY PARTICIPATION (ADP)

	ADP ADULTS	ADP STUDENTS	PERCENTAGE ADP STUDENTS	
SENIOR HIGH	4.56	377.89	61%	
MIDDLE SCHOOL	4.73	483.23	70%	
WASHINGTON	5.62	367.34	80%	
CHURCHILL	9.12	242.67	76%	
QUEEN OF PEACE	0	76.12	87%	
CAAEP	0.95	28.06	45%	
NLA	0.84	12.06	81%	
 TOTALS	 25.82	 1587.37	 68%	 96% Total program
	enrollment		2584	
	attendance		2331	

MONTH November 2024 FOOD SERVICE REPORT

General Journal Entries Allocation of Ala Carte

INCOME		DEBIT	CREDIT
02-005-000-000-701-601	Sales of Lunches	\$4,719.95	
02-005-000-000-705-601	Student Breakfast		\$0.00
02-005-000-000-701-606	Adult Lunches		\$2,310.00
02-005-000-000-707-601	Student Ala Carte		\$2,372.45
02-005-000-000-707-606	Adult Ala Carte		\$37.50
EXPENSES			
02-005-770-000-707-1770	Salaries Ala Carte	\$2,021.67	
02-005-770-000-707-490	Food Other	\$1,234.89	
02-005-770-000-707-495	Milk Other	\$133.75	
02-005-770-000-705-490	Food Breakfast	\$16,095.30	
02-005-770-000-705-495	Milk Breakfast	\$3,095.25	
02-005-770-000-705-1770	Salaries Breakfast	\$2,920.77	
02-005-770-000-701-1770	Cooks Asst. Salaries		\$4,942.44
02-005-770-000-701-490	Food Type A		\$17,330.19
02-005-770-000-701-495	Milk Type A		\$3,229.00

MEMORANDUM

TO: Michael Cary, Superintendent
DATE: December 18th, 2024
FROM: Erin Bates, Community Education Director
Jovanna Dobransky, Kids Corner Program Coordinator
RE: Hiring of Katie Swanson

I am recommending that Katie Swanson be hired as a Program Assistant

RATE OF PAY: \$ 19.89
HOURS TO BE WORKED: up to 40
STARTING DATE: January 7th, 2025
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: Dr. Michael Cary, Superintendent
DATE: Dec 16, 2024
FROM: Joli Bilden, Community Education Coordinator
RE: Hiring of Debra Hartwig

I am recommending that Debra Hartwig be hired as an Assistant & Substitute Instructor for the After School Enrichment program at Washington Elementary School.

RATE OF PAY: Assistant: \$17.95 hour Instructor: \$22.44/hr

HOURS TO BE WORKED: Up to 9 hours week as needed

STARTING DATE: January 20, 2025

LENGTH OF CONTRACT: ongoing as needed

BUDGETED CURRENT YEAR: Yes

REASON FOR HIRE: Moving from Substitute Assistant to Assistant

QUALIFIES FOR BENEFITS: No

“Employment is subject to Cloquet School Board Approval”



Independent School District No. 94
Cloquet, Minnesota 55720

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<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: David Wangen, Churchill Elementary Principal

DATE: December 19, 2024

RE: Recommendation ECSE Consistent Support Paraprofessional Employment

I am recommending the employment of Jillena McCausland as an ECSE Consistent Support Paraprofessional at Churchill Elementary School, for approximately 15-20 hours/week for the remainder of the 24-25 SY.

RATE OF PAY:	\$19.43/hr.
HOURS TO BE WORKED:	Approximately 15 - 20 hours/week
START DATE:	January 7, 2025
LENGTH OF CONTRACT:	Remainder of the 24-25 SY
POSTED:	Posted, internally
RATIONALE FOR HIRE:	Support Early Childhood because of a new student.
STAR CODE:	999821

(Employment is contingent upon Cloquet School Board approval.)

DW:mb

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

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: Friday, December 20, 2024

RE: Hiring of Maiya Jakubek

I am recommending that Maiya Jakubek be employed as an Aide at Li'l Thunder and Li'l Lumberjacks' Learning Centers.

RATE OF PAY: \$11.40/hr

HOURS TO BE WORKED: Up to 40 hrs/wk
(Typically 10-15 hrs/wk-CHS student)

STARTING DATE: January 7, 2025

PROBATIONARY PERIOD: 1 year (1/7/26)

LENGTH OF CONTRACT: On-going

BUDGETED CURRENT YEAR: Yes

QUALIFIES FOR BENEFITS: Does not qualify

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Erin Bates, Community Education Director
DATE: December 6, 2025
RE: Hiring of Ty Milbridge-Scott

I am recommending that Ty Milbridge-Scott be employed as an Aide at Li'l Lumberjacks' Learning Center.

RATE OF PAY: \$11.40/hr
HOURS TO BE WORKED: Up to 40 hrs/wk
(typically 10-15 hrs/wk - WBL program)
STARTING DATE: 1/7/25
PROBATIONARY PERIOD: 1 year (1/7/26)
LENGTH OF CONTRACT: On-going
BUDGETED CURRENT YEAR: Yes
QUALIFIES FOR BENEFITS: Does not qualify

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 Nordic ski assistant

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

Hunter Williams	Nordic Ski	\$600
-----------------	------------	-------

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: Rescind Contract for Assistant Girls Hockey Coach

Due to unforeseen circumstances and availability to coach, please rescind the girls' hockey assistant coaching contract for **Hailey Raske**. We will look to fill this position with another individual.

If anyone has any questions regarding this recommendation, please contact me.

PR



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Tom Brenner, Middle School Principal
DATE: December 18, 2024
Re: Permission to Post

I am requesting permission to post for One (1) English Teaching Position at Cloquet Middle School for the 2025-2026 school year due to a staff member retiring. We are also requesting permission to post for a long-term substitute position to finish the 2024-2025 school year, starting March 6, 2025.

TB:KP



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MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Dr. Marcia Nelson, CAAEP Principal
DATE: December 19, 2024
Re: Permission to Post

I am requesting permission to post for One (1) 1.0 FTE Science Position at Cloquet Area Alternative Education Programs (CAAEP) for the 2025-2026 school year due to a staff member resigning. We are also requesting permission to post for a long-term substitute position to finish the 2024-2025 school year, starting January 20, 2025.

MN:mt



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: December 19, 2024

Re: Permission to Post for a Long Term Substitute Paraprofessional Position

The Northern Lights Academy is requesting permission to post for a 6.75 hour/day long term substitute paraprofessional position to cover for an FMLA leave that is needed by one of the NLA paraprofessionals.

This position is accounted for in the FY 25 NLA working budget.

Please let me know if you have any questions.



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www.isd94.org

2 January 2025

To: Dr. Michael Cary, Superintendent
From: Teresa Angell, AIE Program Director ^{TA}
RE: Staffing Adjustment for A. Rabideaux

For your consideration and approval, I am requesting permission to adjust Arianna Rabideaux's hours from 7hrs a day (35hours a week) to the following 28 hours a week schedule for the remainder of the 2024/2025SY effective January 13, 2025:

Monday – 7hrs
Tuesday – 0hrs
Wednesday – 7hrs
Thursday – 7hrs
Friday – 7hrs

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

(Adjustment is contingent upon Cloquet School Board approval).

MEMORANDUM

TO: Dr. Cary, Superintendent
FROM: Dr. Marcia Nelson, CAAEP Principal/Targeted Services Coordinator
DATE: December 20, 2024
RE: Updated Targeted Services Staffing/EXCEL for Washington

I recommend that the following Washington staff receive an extra 15 minutes per day for EXCEL Targeted Services due to later busing schedule:

Washington

<u>Teacher</u>	<u>Hours/Week</u>
Shelia Kahlstorf	From 3 to 3.5
Julie Mida	From 3 to 3.5
Abbi Sewell	From 1.5 to 1.75
Cassie Abrahamson	From 1.5 to 1.75
Kim Broman	From 3 to 3.5
Jason Godnai	From 1.5 to 1.75
Amanda Gustafson	From 1.5 to 1.75
Aubree Jaeger	From 3 to 3.5

Paraprofessional

Patti Anderson	From 3 to 3.5
----------------	---------------

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)

Cloquet Educational Foundation Grant Requests
January 7, 2025

Letter	Description	Submitter	Previously Funded	Amount Requested	Suggested Amount Granted
A.	Quizizz	Angie Beste	\$2,000	\$2,300	
B.	CHS Outdoor Storage Shed	Paul Riess	New	\$2,000	
C.	1952 Weber Baby Grand Piano Repair	Rhonda Card	New	\$2,720	
D.	1st Grade Decodable Reader Project	Jennifer Kolodge	New	\$3,552	
E.	Nordic Skiing	Philip Rogers	\$1,000	\$1,000	\$1,000
F.	Knowledge Bowl Competition	Rachel Hill	\$2,160	\$4,680	
G.	Math Masters	Rachel Hill	\$1,215	\$875	
H.	Destination Imagination	Rachel Hill	\$2,160	\$1,855	
I.	Unified Program @ Washington	Jenna Lundquist	\$250	\$700	
J.	Family Literacy Nights	Nicole Milewski	\$500	\$500	
K.	Power Lunch	Stephanie Pederson	\$1,500	\$1,500	
L.	SOS - Senior High	Shannon Sams	\$2,000	\$3,000	
M.	SOS - CAAEP	Marcia Nelson	\$2,000	\$3,000	
N.	Frog Anatomy Lab & Sciene Activiti	Farrah Grimm/Steph Marsh	\$3,402	\$2,014	
O.	Spring Symposium 2025 CAAEP	Gregg Dold	\$1,260	\$2,500	
P.	Ripsaw Robotics	M. Wick/J. Mangan	\$3,000	\$3,450	
Q.	SOS - CMS	Collete Lenarz	\$2,000	\$3,000	
R.	All Staff Book Study	Marcia Nelson	New	\$721	
S.	Camera Additions - Installation	Marcia Nelson	New	\$2,000	
T.	Reading Buddies	Heather Johnson	\$152	\$207	
U.	Equipment for CTE	Michelle Wick	?	\$3,996	
V.	Band & Choir NYC Trip	Kevin Huseth	New	\$12,000	
W.	Activity Fees	Paul Riess	\$1,500	\$1,500	
X.	CMS/CHS Science Research Projects	C. Welsh	\$1,936	\$3,042	
Total				\$62,112	

Amount Available for grants, January 7, 2025 = \$ 35,274

2024-2025 Student Enrollment Report

5/31/2024	Dates	9/6	9/18	10/9	10/23	11/6	11/21	12/4	12/19										
	CHURCHILL																		
10	Early Five/Dev Kindergarten	18	19	19	19	19	19	19	19										
75	Kindergarten - All Day	60	61	61	62	62	63	63	63										
69	First Grade	69	68	67	67	67	68	68	68										
73	Second Grade	69	68	68	68	68	67	67	67										
46	Third Grade	80	81	79	79	79	79	79	79										
81	Fourth Grade	56	56	56	56	55	55	55	55										
354	TOTAL CHURCHILL	352	353	350	351	350	351	351	351	0	0	0	0	0	0	0	0	0	0
	WASHINGTON																		
93	Kindergarten - All Day	98	96	97	96	97	97	97	96										
112	First Grade	102	100	102	102	102	102	102	102										
110	Second Grade	109	108	108	108	108	109	110	109										
88	Third Grade	107	106	106	106	106	106	106	106										
105	Fourth Grade	85	84	84	84	84	84	84	84										
508	TOTAL WASHINGTON	501	494	497	496	497	498	499	497	0	0	0	0	0	0	0	0	0	0
862	TOTAL ELEMENTARY	853	847	847	847	847	849	850	848	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-Elementary																		
	MIDDLE SCHOOL																		
183	Fifth Grade	190	190	187	190	188	186	187	187										
183	Sixth Grade	185	185	184	186	186	183	183	183										
199	Seventh Grade	185	185	184	184	181	180	178	178										
194	Eighth Grade	198	196	198	197	195	195	195	196										
759	TOTAL MIDDLE SCHOOL	758	756	753	757	750	744	743	744	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CMS																		
	HIGH SCHOOL																		
213	Ninth Grade	195	197	193	194	193	191	191	189										
184	Tenth Grade	212	209	206	205	200	199	198	199										
183	Eleventh Grade	181	181	183	182	180	180	180	180										
178	Twelfth Grade	184	185	186	185	185	182	182	181										
758	TOTAL HIGH SCHOOL	772	772	768	766	758	752	751	749	0	0	0	0	0	0	0	0	0	0
	Open Enrollment-CHS																		
2379	TOTAL HK-12	2383	2375	2368	2370	2355	2345	2344	2341	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	83	79										
8	Junior High (grades 6-8)	4	4	4	4	7	7	7	7										
90	TOTAL CAAEP-Full-Time	84	86	81	81	87	89	90	86	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	2434	2427	0	0	0	0	0	0	0	0	0	0

*12th grade reflects their last day of school

** NOT included in totals.

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

The following resolution was moved by _____ and second by _____

RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January 2027 and

WHEREAS, the vacancy occurred January 1 or afterwards in the third year of the vacant term or on any date during the fourth year of the vacant term;

THEREFORE, BE IT RESOLVED by the School Board of Cloquet Public Schools, Independent School District No. 94, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, _____ is hereby appointed to fill the vacancy and to serve the remainder of the unexpired term. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: _____
Board Chair

By: _____
Board Clerk

	YEA	NAY	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
	78		



CUSTODIAL 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 - Custodial Staff

School Board Chair

Bargaining Unit – Custodial Staff

School Board Clerk

Bargaining Unit – Custodial Staff

Superintendent of Schools

AFSCME Council No. 65 Representative

Dated: Board Approved January 6, 2025

Dated: Board Approved January 6, 2025



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the custodial 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 custodial duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II – RECOGNITION AND ADJUSTMENT COMMITTEE

Section 1. Recognition. Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78PR-917-A, and in accordance with 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 custodians and part-time cleaners employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minnesota Statute 179A, 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 provision 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 the Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. That if the Employer and exclusive representative are unable to agree to the exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. Adjustment Committee. The custodial employees, through their union organization, shall elect an Adjustment Committee of two 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 in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

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

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Number and assignment of custodial personnel shall rest with the superintendent and the school board.

Subd. 1. Staffing: When the school board determines the number and assignment of custodial personnel, they shall be paid according to the salary code indicated in Schedule A.

Section 2. Seniority:

Subd. 1. Definition: Seniority for both full-time custodians and part-time cleaning 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.

Seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board has approved the employee's hire.
2. The date at which the school board approved the employee's hire.
3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the District (i.e., time worked as a substitute).
4. If a tie still remains, the District superintendent, in consultation with the District's principals, will determine who is most qualified and should be placed higher on the seniority list.

Each employee shall receive a copy of the seniority list.

Subd. 2. Seniority List:

A. Full-Time Custodian:

The superintendent shall maintain a seniority list, which shall show the names of all custodial personnel, initial date of employment and seniority rank. If a part-time employee becomes full-time, his/her seniority date shall become the initial date of regular full-time employment.

B. Part-Time Cleaner:

The superintendent shall maintain a seniority list, which shows the names of all part-time cleaning personnel, initial date of employment and seniority rank.

C. On-Call Cleaner:

This position may be hired to be on-call when additional help is needed for building cleaning or to fill in for a part-time cleaner. Only two people may be hired within this job classification, and each person hired can work no more than 30 hours per week. People hired in this position may accrue seniority only within this job classification and they are not entitled to any other benefits than FICA, PERA, and Workers' Compensation. The pay shall be listed in Schedule B, except that any hours worked between 20 hours and 30 hours per week shall be paid at the part-time cleaner rate.

Subd. 3. Loss of Seniority: A custodial and/or part-time cleaning employee will lose seniority for the following reasons only: a) resignation, b) involuntary termination, or c) failure to return to work when recalled from lay-off as contained in Subd. 6. below.

Subd. 4. Temporary Incapacity: Inability of custodial personnel 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.

See Article XIII, Section 1, regarding employee who is unable to perform the duties satisfactorily because of poor health or physical disability.

Subd. 5. Replacement of Absent Custodial Personnel:

When the custodian of a building is absent from work, the director of facilities, lead district custodian (LDC) or school administration shall appoint or authorize a substitute. First priority will be to fill a custodian position with a custodian (who is not the LDC).

Custodians substituting for other custodial personnel shall receive their own rate of pay or the person's rate of pay for whom they are substituting, whichever is greater. The replacement for custodial personnel will be notified in advance, if possible. District administration, director of facilities, or the LDC shall determine if a substitute is needed for absences occurring during the summer (non-regular student school year).

Subd. 6. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the custodial category, notice of this vacancy shall be advertised on the district website and via email. Employees within the department (i.e. custodian or part-time cleaner) shall be given five (5) working days to apply for said open position. Given due regard to reliability, efficiency, ability, and overall qualifications relative to the job description, appropriate candidates will be selected by the building administrator. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Subd. 7. Lay-Offs: In the event of a custodial lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to part-time cleaning personnel. Part-time cleaning personnel, based on their inverse order of seniority, shall be laid off prior to any full-time custodial personnel. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks notice.

In the event of lay-off, custodial personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first custodian rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd.8. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior custodial/part-time cleaning 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. 9. Transfers: When a custodial employee voluntarily transfers to a newly posted position, said employee shall have fifteen (15) 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 Custodial Personnel: The probationary period for custodial/part-time cleaning personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse. Qualified custodial/part-time cleaning 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. School Bus Driving: Released time, during the working day for school bus driving, shall be determined by the School Board before a custodian is placed in a higher position on the wage scale.

Section 5. Saturday Assignment: At the secondary buildings (Middle and Senior High) during the school year there shall be a custodian on duty for a period of eight (8) hours each Saturday from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. except during vacation periods.

For the high school and middle school, full-time custodians will be assigned by the superintendent to Saturday duty on a rotation basis and shall be custodians regularly assigned to the secondary buildings or the Garfield School.

Elementary custodians may be assigned to Saturday work at the discretion of the superintendent.

Section 6. Outside Employment: A full-time custodial 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.

Section 7. Use of Student Workers: The head building custodians are authorized to sign off for the Union and accept student workers within their building providing this does not result in the reduction of existing custodial time.

Section 8. Lead District Custodian (LDC)

Subd. 1. Lead District Custodian. The District will create a Lead District Custodian position which will be placed in the custodial bargaining unit and be filled effective on or after July 1, 2013. The District may annually review if the position of Lead District Custodian should be continued. The school district reserves the right to discontinue the position of Lead District Custodian at any time. The school district also reserves the right to add the position of Director of Buildings and Grounds at any time, and such position would not be placed in the custodial bargaining unit.

Subd. 2. Job Description. The job description for the Lead District Custodian position will include duties related to supervision of custodians and cleaners, including making recommendations for hiring, assignment of work, creation of work schedules, evaluation of work performance, handling grievances at Step One, and other duties as assigned, which may include health and safety duties. The school district will give AFSCME a copy of the job description for the Lead District Custodian position after it has been finalized. The school district reserves the right to change the job description for the Lead District Custodian position at any time.

Subd. 3. Additional Compensation. The Lead District Custodian shall be paid an hourly rate of \$4.30 in addition to whatever hourly wage he would earn as a head custodian under the Master Agreement.

Subd. 4. Additional Benefits. The Lead District Custodian shall receive five (5) days of vacation per year in addition to the number of days of vacation he would earn under the Master Agreement, provided that the total number of days of vacation a District Lead Custodian shall earn per year shall not exceed thirty (30).

Subd. 5. Posting and Filling the Lead District Custodian Position in Future School Years. The school district will annually decide at its sole discretion whether the individual assigned to the Lead District Custodian position will continue in that position for the following school year or be reassigned to another position in the custodial bargaining unit with the same pay and benefits the Lead District Custodian previously held prior to being assigned the Lead District Custodial position. The school district's decision to reassign the individual holding the Lead District Custodian position to another position in the custodial bargaining unit shall not be subject to the grievance procedure. If the school district decides to reassign the individual who is serving as the District's Lead Custodian, the District Lead Custodian position will be deemed to be open and the position will be posted.

ARTICLE V -- BASIC SCHEDULES AND RATES OF PAY

Section 1. Custodial Personnel: The classifications, wages and salaries of custodial personnel reflected in Schedule A, 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 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 and shall be offered to full-time custodians based on building seniority first and district seniority next. Overtime must be authorized by the superintendent.

Subd. 1. Computation: Computation of custodial overtime pay shall be in accordance with the following formula:

Annual Wage of Employee

Hourly wage x 1.5 for time over 40 hours per week or 2.0 for overtime worked on Sundays or Holidays. Employees shall have the option of taking overtime as paid time, as stated above, or as compensatory time off with one and one-half (1½) hour off for each hour of overtime worked, and two hours off for double time worked. Compensatory time off may be accrued to a maximum of forty (40) hours.

Section 3. Night Assignment: Effective July 1, 2015, all full-time custodial personnel with night assignments shall receive an additional \$77.00 per month (\$3.50 per day). All full-time custodial personnel with night assignments, who are temporarily working the day shift during the regular teacher school year as reflected in the school calendar, will be deducted at the rate of \$3.50 each day. Night assignment shall be defined as an eight (8) hour shift beginning between the hours of 2:30 p.m. and 11:30 p.m.

Section 4. Firing and Inspection: The head custodian of each building shall be responsible for firing and general inspection of the building when not attended by another custodian on a weekend or a holiday during the school year. For this section, a school year is defined as when the teachers start their first day through the teachers' last day in the spring, including professional days.

Subd. 1. Elementary: Effective July 1, 2007, the rate of pay for firing and inspection of elementary and secondary buildings shall be \$62.50 for each day of the weekend and \$65.00 for each holiday.

Subd. 2. Holidays -- Defined: The holidays referred to in this Section are: Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, President's Day, Good Friday and Memorial Day.

Subd. 3. Duties: Duties to be performed on the occasion of each firing and inspection shall be listed on a checkout form which is to be completed by the custodian and delivered to the building principal on the day following the weekend or holiday.

Section 5. Call Time: There shall be a call time for full-time custodial personnel of two (2) hours at a time and one-half (1½) rate. Call time is in addition to the regular or overtime wage rates.

Section 6. Payday: Effective with the September 2000 payroll, custodian personnel will be paid according to District Policy #423.10 - Employee Payroll.

Section 7. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's monthly salary and the school board shall make payment of such deductions to the treasurer of Local 545.

Section 8. Payroll 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 9. Pay Equity Orders: Any increases 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 custodial 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: 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 VI, Section 1, Subd. 5 for "eligible employee" definition.
- B. Premium Increase: In the event the single or dependent premium increase/decreases (from September 1, 2022 premium), the district and employee will share the insurance plan increase/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.
- a. For reference only, the current (July 2021-June 2023) Education Minnesota Cloquet contract states:
 - i. Dependent coverage: The district and employee will share the increase or decreases in premiums equally (50% district, 50% employee).
 - ii. Single Coverage: For any amount of premium over \$8,000, increases or decreases in premium shall be 80% district responsibility and 20% employee responsibility.
 - iii. Employees may opt for different plan coverage during the open enrollment period each year.
- C. HRA Contribution: 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.

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. 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 170 days per year or a minimum of 220 days per year at 4 hours per day will be eligible to participate in the dental insurance plan. The district will cover the full premium for employees selecting single coverage under the district selected plan. The district will cover 50% of the premium for employees selecting the family/dependent coverage.

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

Custodial/part-time cleaning 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 custodial employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For custodial 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 custodial employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 of this section.

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

Subd. 7. 403 (b) Employer Matching Plan: Employees hired after July 1, 2024, will not receive a severance benefit as defined below in Article VI, Section 2, Subd. 2, 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, 2024, employees hired prior to July 1, 2024, 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).

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

b. There shall be a lifetime per custodian cap of \$50,000 on District contributions.

c. Match: Effective July 1, 2024, 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 the employee’s contributions on a dollar-for-dollar basis up to the applicable maximum amount allowed under this Agreement.

d. The plan year shall be from July 1 through June 30.

e. 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.

Subd. 8. 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 Section 1, Subds. 1 and 2 of this Agreement shall be provided to eligible employees who retire from employment with the school district, provided the employee: 1) has been employed as a full-time employee (eight hours per day 52 weeks 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 employees' 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.

Subd. 2. Custodial Severance Pay: Effective July 1, 2022, custodial persons who have been full-time employees (i.e., 8 hours per day, 12 months per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and who are at least 55 years of age shall, upon retirement, receive in the form of severance pay, one hundred (\$100) dollars for each day of unused sick leave, not to exceed 120 days.

Subd. 3. 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. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Mileage Reimbursement: Actual mileage for work related travel will be paid to custodial personnel on a monthly basis at the federal rate on the appropriate district form and approved by the building administrator.

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 building principal. All such leaves shall be deducted from sick leave.

Section 2. Sick Leave: Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Full-time custodial personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the district, full-time custodial personnel shall be allocated thirteen (13) days of sick leave annually. 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. 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.

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

Example: A custodial 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) days times eight (8) months.

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the custodian and at the custodian's option, another representative. After this meeting, the building administrator may ask the custodian for a medical certificate from a qualified physician at such time as the custodian 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 4. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 5. Sick Leave Bank: At the beginning of the 1995-96 school year and for the next one (1) year thereafter (1996-97), full-time custodians shall contribute one (1) day of sick leave allowance to a common sick leave bank to be administered by the superintendent. The total at the end of this two-year period shall constitute the maximum for the bank. No further deductions shall be made until the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. In the event that this action becomes necessary, one (1) day will be deducted from each full-time custodian's sick leave during any month the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. Although the total may not equal the beginning maximum, no further deductions shall be made until the total is again reduced to less than the number of full-time custodians employed for that school year. Full-time custodians shall not be eligible to draw from the sick leave bank until they have exhausted their own sick leave and have had six (6) days of continuous absence without sick pay. In any year in which a full-time custodian has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank shall be one (1) day and a physician's note certifying the custodian's inability to return to work will be required. Full-time custodians may draw sick leave days from the sick leave bank until they are eligible for long-term disability benefits. Participation in the sick leave bank is limited to custodians working full-time.

Section 6. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption – Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- A. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.
- B. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- C. If a custodian requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
- D. Paid sick leave is dependent upon the number of sick days a custodian has accumulated.
- E. Sick leave for adoption shall be granted for up to five (5) days.

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. Personal Leave: Each full-time custodian has three (3) working days with pay per year, non-accumulative, for personal reasons. Personal leave is not 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.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

ARTICLE VIII -- VACATIONS

Section 1. Custodial Vacation Time: Ten (10) days of paid vacation time shall be allowed all full-time custodial personnel after twelve months of continuous service. Fifteen (15) days of paid vacation time shall be allowed each full-time custodian after five (5) years of continuous employment in the district. Twenty (20) days of paid vacation time shall be allowed each full-time custodian after ten (10) years of continuous employment in the district. Twenty-five (25) days of paid vacation time shall be allowed each full-time custodian after fifteen (15) years of continuous employment in the district. Thirty (30) days of paid vacation time shall be allowed each full-time custodian after twenty-five (25) years of continuous employment in the district.

All requests for vacation must be submitted, in writing or through the appropriate district system, ten (10) calendar days prior to the first day being requested.

Effective July 1, 1977, one (1) day additional vacation shall be allowed for each two (2) years of service beyond twenty-five (25) years.

Vacation time shall not accrue while an employee is off the job and being compensated through Workers' Compensation.

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 28 days, and this benefit shall accumulate at experience intervals defined above.

Section 2. Computation: Vacation time shall be computed as of July 1 each year. When an employee reaches his or her 5th, 10th, 15th, 25th, 27th, 29th, etc., employment anniversary date, their additional vacation time will be granted as of that date.

Example: A custodian employed on October 15, 1971 will be granted ten (10) days of vacation on July 1, 1976. When he/she reach his/her anniversary date of October 15, 1976, he/she will have completed five (5) years of continuous service with the school district. Five (5) additional days of vacation will be granted to that employee on his/her employment anniversary date. Custodial personnel first employed after July 1 shall receive one (1) day of paid vacation for each month of continuous service from the time of employment to July 1, but not to exceed ten (10) days.

Example: A custodian employed on March 1 would be allowed four (4) days of paid vacation on July 1.

Section 3. Separation: In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month of continuous service 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.

Section 4. Scheduling: Custodial personnel will be given every reasonable and practical choice of vacation periods possible. Personnel with greater seniority shall be given preference in scheduling vacations provided these vacations are scheduled at least 30 days in advance. Custodial personnel may schedule vacations anytime during the contract year (July 1 through June 30) upon request and agreement from the superintendent, director of facilities, or lead district custodian. No more than 50% of the custodians may be on vacation at any one time.

Custodians shall be able to carry over from one year to the next a maximum of 5 vacation days. Accrued vacation time above 5 days not used by June 30 will be forfeited unless alternate vacation time is mutually agreed upon prior to June 30. Vacation days shall not be forfeited if custodians attempt to schedule their remaining vacation days by May 1st but are unable to do so.

ARTICLE IX -- HOLIDAYS

Section 1. Paid Holidays: Full-time custodial personnel shall be granted the following holidays with pay: New Year's Day, President's Day, Good Friday, Memorial Day, Juneteenth, July 4, July 3 or 5, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day. At least two weeks before July 4th, the adjustment committee will discuss with the administration which additional day will be taken with the Fourth of July Holiday.

When a paid holiday falls on a non-working day, the employee will be granted one (1) additional vacation day. If the employee is off the job and being compensated by Workers' Compensation, no additional vacation days will be granted.

ARTICLE X -- 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 building principal.

ARTICLE XI -- PART-TIME CLEANING PERSONNEL—BENEFITS

Section 1. Definition: Part-time is defined as less than eight (8) hours per day, 167 days per year but more than fourteen (14) hours per week, 67 days per year.

Section 2. Sick Leave: Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Part-time cleaning personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the District, sick leave shall accumulate at a rate of thirteen (13) sick leave days per year. A sick day is defined as the number of hours of assigned work. Employees initially employed between October 1 and January 31 shall receive six (6) days of sick leave. Employees initially employed between February 1 and June 30 shall receive three (3) days of sick leave for that 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.

- a. **Verification 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 a physician's verification for sick leave taken of three consecutive days or more.

Section 3. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 4. Building Lock-up: The part-time cleaning person at Washington Elementary School, Churchill Elementary School, Middle School, Senior High School and Garfield School, who is responsible for locking that building at night, shall receive an additional one dollar (\$1.00) per hour.

Section 5. Personal Leave: Each part-time cleaning person has three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave is not 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.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave day credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

Section 6. Summer Work: When the number of summer work hours is allocated in the spring, part-time cleaning personnel shall be given first opportunity based on building seniority, excluding lawn mowing, as authorized by the superintendent. Should additional hours become available during the summer, they will be allocated on a district seniority basis to part-time cleaning personnel not working.

Section 7. Paid Holidays: Part-time cleaning personnel shall be granted Christmas Day, President’s Day, Good Friday, Memorial Day and Labor Day with pay on a prorated basis. Thanksgiving Day, Day after Thanksgiving (effective 2025-2026) and New Year’s Day with pay on a prorated basis. For example: An employee working four (4) hours per day shall receive eight (8) four (4) hour holiday days per year.

Part-time cleaners who work in the summer are eligible for a paid holiday on Juneteenth and July 4. In order to be eligible for holiday pay for these two holidays, the employee must be “regularly scheduled” in the summer months, unless on an excused illness. “Regularly scheduled” shall be determined in advance by the director of facilities or lead district custodian.

Section 8. Emergency Leave: Three (3) prorated working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

Section 9. Other Positions within the District: Part-time personnel may be employed in other part-time positions in the District but can be eligible for benefits only under the agreement where a majority of the time is worked.

Section 10. Leaves of Absence without Pay/Benefits: Part-time custodians may be granted a leave of absence without pay/benefits by the School Board for a period of time not to exceed six (6) months. This leave may be granted only once regardless of length.

Section 11. 403 (b) Employer Matching Plan: Employees hired after July 1, 2024 will not receive a severance benefit as defined below in Article XI, Section 12, 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, 2024, employees hired prior to July 1, 2024 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 employees working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired employees who have been rehired by the school district are not eligible for employer contributions.

Subd 2. There shall be a lifetime per part-time cleaner cap of \$50,000 on District contributions.

Subd 3. Match: Effective July 1, 2024, 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 the employee’s contributions on a dollar-for-dollar basis up to the applicable maximum amount allowed under this Agreement.

Subd. 4. 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 12. Severance Pay: Part-time custodians who have been employed for a minimum of six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years and who are at least fifty-five (55) years of age, shall upon retirement receive in the form of severance pay for each day of unused sick leave, not to exceed 120 days as follows: a) Seventy (\$70) effective July 1, 2022.

Effective July 1, 2015, part-time cleaners who have worked for ten (10) years, are at least fifty-five (55) years of age, but who do not qualify for severance pay as per the qualifications listed above, shall receive severance pay of \$40 for each day of unused sick leave, not to exceed 120 days.

Section 13. Life Insurance: All part-time cleaners who meet the minimum employment standards of the school district’s insurance carrier shall receive a \$10,000 life insurance policy. As of July 1, 2008, the minimum employment standard is to be employed a minimum of 20 hours per week.

Section 14. Dental Insurance: Employees working a minimum of 5 hours per day and 170 days per year or a minimum of 220 days per year at 4 hours per day will be eligible to participate in the dental insurance plan. The district will cover the full premium for employees selecting single coverage under the district selected plan. The district will cover 50% of the premium for employees selecting the family/dependent coverage.

Section 15. 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 16. HRA Contribution: 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

ARTICLE XII -- 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 the employee is receiving Workers' Compensation.

ARTICLE XIII -- 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 custodial employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

Section 3. Benefits: See Article VI, Section 2 of this Agreement for retirement benefits.

ARTICLE XIV -- 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 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 XV -- 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 official recognized employee organization.
2. Through the 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 – director of facilities or lead district custodian, building administrator, or superintendent. They may bring a union representative with them if they so choose.

ARTICLE XVI -- 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 XVII – DISCIPLINE

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

Section 1. No call, no show – Any custodian/cleaner who does not report to work on three (3) consecutive days and fails to adequately notify the director of facilities of their absence will be subject to immediate termination pending final approval by the school board. Employees who have a medical excuse which prohibits them from notifying the director of facilities must provide it to the District within 5 days of the incident for the provision not to lead to termination.

Section. 2. 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 3. 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 4. 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 5. 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 in 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 XVIII - - 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 party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, 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 A – CLASSIFICATION AND WAGES FOR CUSTODIAL PERSONNEL: 2024-2026

Wages will increase 2.5% in 2024-25, 3.00% or "Me-too" if Education MN receives more than 3.00% for 2025-2026*

Custodial Classifications Hourly Wage	2.50%	3.00% or Me-Too*
	2024-2025	2025-2026
Custodian - Step 1	\$28.68	*\$29.54
Custodian - Step 2	\$30.39	*\$31.30
G Custodian - Head Pool Operator	\$31.39	*\$32.30
H Head Elementary and Garfield Custodians	\$33.48	*\$34.48
K Head Custodian(s) - Cloquet Middle School and Senior High School	\$34.59	*\$35.63

To be in compliance with the Fair Labor Standards Act, custodians are hourly paid employees. Therefore, and for accounting purposes, both hourly and monthly salaries are listed in the above table.

Longevity Pay. Longevity pay is based on years of service as a custodian or part-time cleaner in the school district (adjusted for full year leaves of absence), is effective July 1, 2017, and will be paid according to the chart listed below. Employees hired between July 1 and December 31 will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1 following their hire.

Longevity pay for part-time cleaners will begin in September of the year in which the part-time cleaner begins their 25th year of service. Longevity pay for custodians will begin July 1, of the year in which they begin their 25th year of service. Employees who change classification from part-time cleaner to custodian or from custodian to part-time cleaner will have their years of service in the custodial employees’ union credited towards longevity pay. Monthly, longevity pay will be paid for full months worked in a school year. For instance, part-time cleaners usually will receive their longevity pay September through May. Projected longevity pay may be prorated over the 12 months of a school year.

Years of Service	Monthly Payment
10 - 14 Years	\$135.00/Month
15 – 19 Years	\$165.00/Month
20+ Years	\$190/Month

1. Step one (1) is for year one (1) and year two (2) of experience as a custodian. Step two (2) is more than two (2) years of experience as a custodian. At the discretion of the school board, custodial experience may be granted for experience outside of the Cloquet School District.
2. Any custodian, other than the head pool operator, who receives and maintains a pool operator’s license and is asked to be available to work with the pool as part of that custodian’s regular assignment, will receive an additional \$1.00 per hour in their base salary.
3. Any person who is charged with the responsibility of operating a boiler in a building must hold a license that is equivalent to or not less than one (1) level lower than the license required for that boiler.
4. Head custodians must hold a license, that, at a minimum, qualifies them for supervising operation of the boiler horsepower in their building.

All custodians are to make reasonable progress towards possessing a 1st Class License. Required progress shall be as follows:

- 1.5 years for a Special Boiler Operator’s License
- Five years for a First-Class License

Custodians not meeting this schedule will have their salaries frozen until obtaining the proper license. A custodian whose salary is frozen will remain on the classification rate for which the custodian is assigned, but at the amount designated for that classification during the year in which they were frozen.

SENIORITY LIST – FULL TIME CUSTODIAL PERSONNEL: AS OF DECEMBER 12, 2024

EMPLOYEE	STARTING DATE
1. Matthew Montgomery	February 1, 2001
2. James Kersting	December 22, 2010
3. Stephen Martin	March 14, 2011
4. Trevor Neff	December 12, 2017
5. Gary Beck	December 14, 2017
6. Christopher Marciniak	December 26, 2017
7. Tim Housley	January 20, 2020
8. James Belden	December 12, 2023

SCHEDULE B: PART-TIME CLEANER CLASSIFICATIONS AND WAGES: 2024-2026

2.50% 3.00% or Me-Too*

PT Cleaner Classifications	2024-2025	2025-2026
Elementary/Secondary/Garfield Cleaner Step 1	\$18.00	*\$18.54
Elementary/Secondary/Garfield Cleaner Step 2	\$18.81	*\$19.37
Custodial Substitute	\$21.21	*\$21.84
On-Call Cleaner: Up to 20 Hours/Week - Step 1	\$16.20	*\$16.68
On-Call Cleaner: Up to 20 Hours/Week - Step 2	\$16.99	*\$17.50
On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 1	\$17.99	*\$18.53
On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 2	\$18.80	*\$19.36

* Wages will increase 2.5% in 2024-25, 3.00% or "Me-too" if Education MN receives more than 3.00% for 2025-2026

SENIORITY LIST – PART-TIME CLEANING PERSONNEL: AS of December 12, 2024

EMPLOYEE	STARTING DATE
1. Tony Branning	October 16, 2017
2. Joseph Kersting	December 12, 2017
3. Alan Clairmont	May 14, 2018
4. Joan Dahlen	April 2, 2019
5. Marlyn Ninneman	September 10, 2019
6. Darren Johnson	August 24, 2021
7. Jacob Belden	September 7, 2021
8. Jimmy Housley	September 28, 2021
9. Keith Johnson	November 4, 2021
10. Joyel Peterson	January 12, 2022
11. Jackson Reynolds	September 26, 2023
12. Benjamin Bouts	August 13, 2024
On Call Cleaners	
1. Kyle Winterquist	November 28, 2022

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* <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
\$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



CUSTODIAL 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~~6~~⁴

ATTEST:

AFSCME LOCAL NO. 545

CLOQUET SCHOOL BOARD
Independent School District No. 94

Bargaining Unit - Custodial Staff

School Board Chair

Bargaining Unit – Custodial Staff

School Board Clerk

Bargaining Unit – Custodial Staff

Superintendent of Schools

AFSCME Council No. 65 Representative

Dated: Board Approved ~~January 6~~^{October-24}, 202~~5~~²
~~October-24~~, 202~~5~~²

Dated: Board Approved ~~January 6~~



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the custodial 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 custodial duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II – RECOGNITION AND ADJUSTMENT COMMITTEE

Section 1. Recognition. Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78PR-917-A, and in accordance with 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 custodians and part-time cleaners employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minnesota Statute 179A, 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 provision 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 the Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. That if the Employer and exclusive representative are unable to agree to the exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. Adjustment Committee. The custodial employees, through their union organization, shall elect an Adjustment Committee of two 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 in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

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

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Number and assignment of custodial personnel shall rest with the superintendent and the school board.

Subd. 1. Staffing: When the school board determines the number and assignment of custodial personnel, they shall be paid according to the salary code indicated in Schedule A.

Section 2. Seniority:

Subd. 1. Definition: Seniority for both full-time custodians and part-time cleaning 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.

Seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board has approved the employee's hire.
2. The date at which the school board approved the employee's hire.
3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the District (i.e., time worked as a substitute).
4. If a tie still remains, the District superintendent, in consultation with the District's principals, will determine who is most qualified and should be placed higher on the seniority list.

Each employee shall receive a copy of the seniority list.

Subd. 2. Seniority List:

A. Full-Time Custodian:

The superintendent shall maintain a seniority list, which shall show the names of all custodial personnel, initial date of employment and seniority rank. If a part-time employee becomes full-time, his/her seniority date shall become the initial date of regular full-time employment.

B. Part-Time Cleaner:

The superintendent shall maintain a seniority list, which shows the names of all part-time cleaning personnel, initial date of employment and seniority rank.

C. On-Call Cleaner:

This position may be hired to be on-call when additional help is needed for building cleaning or to fill in for a part-time cleaner. Only two people may be hired within this job classification, and each person hired can work no more than 30 hours per week. People hired in this position may accrue seniority only within this job classification and they are not entitled to any other benefits than FICA, PERA, and Workers' Compensation. The pay shall be listed in Schedule B, except that any hours worked between 20 hours and 30 hours per week shall be paid at the part-time cleaner rate.

Subd. 3. Loss of Seniority: A custodial and/or part-time cleaning employee will lose seniority for the following reasons only: a) resignation, b) involuntary termination, or c) failure to return to work when recalled from lay-off as contained in Subd. 6. below.

Subd. 4. Temporary Incapacity: Inability of custodial personnel 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.

See Article XIII, Section 1, regarding employee who is unable to perform the duties satisfactorily because of poor health or physical disability.

Subd. 5. Replacement of Absent Custodial Personnel:

When the custodian of a building is absent from work, the director of facilities, lead district custodian (LDC) or school administration shall appoint or authorize a substitute. First priority will be to fill a custodian position with a custodian (who is not the LDC).

Custodians substituting for other custodial personnel shall receive their own rate of pay or the person's rate of pay for whom they are substituting, whichever is greater. The replacement for custodial personnel will be notified in advance, if possible. District administration, director of facilities, or the LDC shall determine if a substitute is needed for absences occurring during the summer (non-regular student school year).

Subd. 6. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the custodial category, notice of this vacancy shall be advertised ~~in the local newspaper~~ on the district website and ~~posted internally via email~~. Employees within the department (i.e. custodian or part-time cleaner) shall be given five (5) working days to apply for said open position. Given due regard to reliability, efficiency, ability, and overall qualifications relative to the job description, appropriate candidates will be selected by the building administrator. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Subd. 7. Lay-Offs: In the event of a custodial lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to part-time cleaning personnel. Part-time cleaning personnel, based on their inverse order of seniority, shall be laid off prior to any full-time custodial personnel. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks notice.

In the event of lay-off, custodial personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first custodian rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd.8. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior custodial/part-time cleaning 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. 9. Transfers: When a custodial employee voluntarily transfers to a newly posted position, said employee shall have fifteen (15) 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 Custodial Personnel: The probationary period for custodial/part-time cleaning personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse. Qualified custodial/part-time cleaning 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. School Bus Driving: Released time, during the working day for school bus driving, shall be determined by the School Board before a custodian is placed in a higher position on the wage scale.

Section 5. Saturday Assignment: At the secondary buildings (Middle and Senior High) during the school year there shall be a custodian on duty for a period of eight (8) hours each Saturday from 7:00 a.m. to 12:00 noon and from 12:30 p.m.

to 3:30 p.m. except during vacation periods.

For the high school and middle school, full-time custodians will be assigned by the superintendent to Saturday duty on a rotation basis and shall be custodians regularly assigned to the secondary buildings or the Garfield School.

Elementary custodians may be assigned to Saturday work at the discretion of the superintendent.

Section 6. Outside Employment: A full-time custodial 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.

Section 7. Use of Student Workers: The head building custodians are authorized to sign off for the Union and accept student workers within their building providing this does not result in the reduction of existing custodial time.

Section 8. Lead District Custodian (LDC)

Subd. 1. Lead District Custodian. The District will create a Lead District Custodian position which will be placed in the custodial bargaining unit and be filled effective on or after July 1, 2013. The District may annually review if the position of Lead District Custodian should be continued. The school district reserves the right to discontinue the position of Lead District Custodian at any time. The school district also reserves the right to add the position of Director of Buildings and Grounds at any time, and such position would not be placed in the custodial bargaining unit.

Subd. 2. Job Description. The job description for the Lead District Custodian position will include duties related to supervision of custodians and cleaners, including making recommendations for hiring, assignment of work, creation of work schedules, evaluation of work performance, handling grievances at Step One, and other duties as assigned, which may include health and safety duties. The school district will give AFSCME a copy of the job description for the Lead District Custodian position after it has been finalized. The school district reserves the right to change the job description for the Lead District Custodian position at any time.

Subd. 3. Additional Compensation. The Lead District Custodian shall be paid an hourly rate of \$4.30 in addition to whatever hourly wage he would earn as a head custodian under the Master Agreement.

Subd. 4. Additional Benefits. The Lead District Custodian shall receive five (5) days of vacation per year in addition to the number of days of vacation he would earn under the Master Agreement, provided that the total number of days of vacation a District Lead Custodian shall earn per year shall not exceed thirty (30).

Subd. 5. Posting and Filling the Lead District Custodian Position in Future School Years. The school district will annually decide at its sole discretion whether the individual assigned to the Lead District Custodian position will continue in that position for the following school year or be reassigned to another position in the custodial bargaining unit with the same pay and benefits the Lead District Custodian previously held prior to being assigned the Lead District Custodial position. The school district's decision to reassign the individual holding the Lead District Custodian position to another position in the custodial bargaining unit shall not be subject to the grievance procedure. If the school district decides to reassign the individual who is serving as the District's Lead Custodian, the District Lead Custodian position will be deemed to be open and the position will be posted.

ARTICLE V -- BASIC SCHEDULES AND RATES OF PAY

Section 1. Custodial Personnel: The classifications, wages and salaries of custodial personnel reflected in Schedule A,

attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~42~~ – June 30, 202~~64~~.

Section 2. Overtime Pay: Overtime shall be paid at one and one-half 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 and shall be offered to full-time custodians based on building seniority first and district seniority next. Overtime must be authorized by the superintendent.

Subd. 1. Computation: Computation of custodial overtime pay shall be in accordance with the following formula:

Annual Wage of Employee

Hourly wage x 1.5 for time over 40 hours per week or 2.0 for overtime worked on Sundays or Holidays. Employees shall have the option of taking overtime as paid time, as stated above, or as compensatory time off with one and one-half (1½) hour off for each hour of overtime worked, and two hours off for double time worked. Compensatory time off may be accrued to a maximum of forty (40) hours.

Section 3. Night Assignment: Effective July 1, 2015, all full-time custodial personnel with night assignments shall receive an additional \$77.00 per month (\$3.50 per day). All full-time custodial personnel with night assignments, who are temporarily working the day shift during the regular teacher school year as reflected in the school calendar, will be deducted at the rate of \$3.50 each day. Night assignment shall be defined as an eight (8) hour shift beginning between the hours of 2:30 p.m. and 11:30 p.m.

Section 4. Firing and Inspection: The head custodian of each building shall be responsible for firing and general inspection of the building when not attended by another custodian on a weekend or a holiday during the school year. For this section, a school year is defined as when the teachers start their first day through the teachers' last day in the spring, including professional days.

Subd. 1. Elementary: Effective July 1, 2007, the rate of pay for firing and inspection of elementary and secondary buildings shall be \$62.50 for each day of the weekend and \$65.00 for each holiday.

Subd. 2. Holidays -- Defined: The holidays referred to in this Section are: Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, President's Day, Good Friday and Memorial Day.

Subd. 3. Duties: Duties to be performed on the occasion of each firing and inspection shall be listed on a checkout form which is to be completed by the custodian and delivered to the building principal on the day following the weekend or holiday.

Section 5. Call Time: There shall be a call time for full-time custodial personnel of two (2) hours at a time and one-half (1½) rate. Call time is in addition to the regular or overtime wage rates.

Section 6. Payday: Effective with the September 2000 payroll, custodian personnel will be paid according to District Policy #423.10 - Employee Payroll.

Section 7. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's monthly salary and the school board shall make payment of such deductions to the treasurer of Local 545.

Section 8. Payroll 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 9. Pay Equity Orders: Any increases 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 custodial 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:** 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 VI, Section 1, Subd. 5 for "eligible employee" definition.

B. **Premium Increase:** In the event the single or dependent premium increase/decreases (from September 1, 2022 premium), the district and employee will share the insurance plan increase/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.

- a. For reference only, the current (July 2021-June 2023) Education Minnesota Cloquet contract states:
 - i. **Dependent coverage:** The district and employee will share the increase or decreases in premiums equally (50% district, 50% employee).
 - ii. **Single Coverage:** For any amount of premium over \$8,000, increases or decreases in premium shall be 80% district responsibility and 20% employee responsibility.
 - iii. Employees may opt for different plan coverage during the open enrollment period each year.

C. HRA Contribution: 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.

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. 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 170 days per year or a minimum of 220 days per year at 4 hours per day will be eligible to participate in the dental insurance plan. The district will cover the full premium for employees selecting single coverage under the district selected plan. The district will cover 50% of the premium for employees selecting the family/dependent coverage.

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

Custodial/part-time cleaning 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 custodial employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For custodial 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 custodial employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 of this section.

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

Subd. 7 403 (b) Employer Matching Plan: Employees hired after July 1, 2024 will not receive a severance benefit as defined below in Article VI, Section 2, Sub. 2, 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, 2024, employees hired prior to July 1, 2024 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).

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

b. There shall be a lifetime per custodian cap of \$50,000 on District contributions.

c. Match: Effective July 1, 2024, 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>
<u>0 – 3</u>	<u>No match</u>
<u>4 – 6</u>	<u>\$900</u>
<u>7 – 10</u>	<u>\$1,400</u>
<u>11 – 15</u>	<u>\$1,900</u>
<u>16+</u>	<u>\$2,400</u>

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

d. The plan year shall be from July 1 through June 30.

e. 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.

Subd. 86. 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 Section 1, Subds. 1 and 2 of this Agreement shall be provided to eligible employees who retire from employment with the school district, provided the employee: 1) has been employed as a full-time employee (eight hours per day 52 weeks 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 employees' 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.

Subd. 2. Custodial Severance Pay: Effective July 1, 2022, custodial persons who have been full-time employees (i.e., 8 hours per day, 12 months per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and who are at least 55 years of age shall, upon retirement, receive in the form of severance pay, one hundred (\$100) dollars for each day of unused sick leave, not to exceed 120 days.

Subd 3. 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. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Mileage Reimbursement: Actual mileage for work related travel will be paid to custodial personnel on a monthly basis at the federal rate on the appropriate district form and approved by the building administrator.

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 building principal. All such leaves shall be deducted from sick leave.

Section 2. Sick Leave: Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Full-time custodial personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the district, full-time custodial personnel shall be allocated thirteen (13) days of sick leave annually. 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. 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.

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

Example: A custodial 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) days times eight (8) months.

~~Note: The 2013 and 2014 Legislature amended a sick leave law. 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, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, 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 exclusive representative will meet with the custodian and at the custodian's option, another representative. After this meeting, the building administrator may ask the custodian for a medical certificate from a qualified physician at such time as the custodian 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 4. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 5. Sick Leave Bank: At the beginning of the 1995-96 school year and for the next one (1) year thereafter (1996-97), full-time custodians shall contribute one (1) day of sick leave allowance to a common sick leave bank to be administered by the superintendent. The total at the end of this two-year period shall constitute the maximum for the bank. No further deductions shall be made until the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. In the event that this action becomes necessary, one (1) day will be deducted from each full-time custodian's sick leave during any month the balance in the bank is reduced to less than the total number of full-time custodians employed for that school year. Although the total may not equal the beginning maximum, no further deductions shall be made until the total is again reduced to less than the number of full-time custodians employed for that school year. Full-time custodians shall not be eligible to draw from the sick leave bank until they have exhausted their own sick leave and have had six (6) days of continuous absence without sick pay. In any year in which a full-time custodian has drawn from the sick leave bank, the waiting period for re-entry into the sick leave bank shall be one (1) day and a physician's note certifying the custodian's inability to return to work will be required. Full-time custodians may draw sick leave days from the sick leave bank until they are eligible for long-term disability benefits. Participation in the sick leave bank is limited to custodians working full-time.

Section 6. Sick Leave for Childbirth, and/or Pregnancy, and/or Adoption – Sick leave for childbirth and/or pregnancy, and/or adoption is granted according to one of the following conditions:

- A. Following the birth of a child, the mother will be granted sick leave for any school days during the next six (6) calendar weeks. Standard practice is six (6) weeks for regular delivery and eight (8) weeks for a C-Section accompanied by a physician's orders. Thereafter, a statement from a doctor which verifies the need for additional leave for medical reasons will be needed in order for the mother to qualify for additional leave due to the birth of a child.
- B. During a pregnancy, a doctor's written statement will be needed to verify the need for extended leave due to complications with a pregnancy.
- C. If a custodian requests additional FMLA leave due to the birth of a child, the FMLA leave and sick leave shall run concurrently – starting at the same time.
- D. Paid sick leave is dependent upon the number of sick days a custodian has accumulated.
- E. Sick leave for adoption shall be granted for up to five (5) days.

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. Personal Leave: Each full-time custodian has three (3) working days with pay per year, non-accumulative, for personal reasons. Personal leave is not 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.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

ARTICLE VIII -- VACATIONS

Section 1. Custodial Vacation Time: Ten (10) days of paid vacation time shall be allowed all full-time custodial personnel after twelve months of continuous service. Fifteen (15) days of paid vacation time shall be allowed each full-time custodian after five (5) years of continuous employment in the district. Twenty (20) days of paid vacation time shall be allowed each full-time custodian after ten (10) years of continuous employment in the district. Twenty-five (25) days of paid vacation time shall be allowed each full-time custodian after fifteen (15) years of continuous employment in the district. Thirty (30) days of paid vacation time shall be allowed each full-time custodian after twenty-five (25) years of continuous employment in the district.

All requests for vacation must be submitted, in writing or through the appropriate district system, ten (10) calendar days prior to the first day being requested.

Effective July 1, 1977, one (1) day additional vacation shall be allowed for each two (2) years of service beyond twenty-five (25) years.

Vacation time shall not accrue while an employee is off the job and being compensated through Workers' Compensation.

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 28 days, and this benefit shall accumulate at experience intervals defined above.

Section 2. Computation: Vacation time shall be computed as of July 1 each year. When an employee reaches his or her 5th, 10th, 15th, 25th, 27th, 29th, etc., employment anniversary date, their additional vacation time will be granted as of that date.

Example: A custodian employed on October 15, 1971 will be granted ten (10) days of vacation on July 1, 1976. When he/she reach his/her anniversary date of October 15, 1976, he/she will have completed five (5) years of continuous service with the school district. Five (5) additional days of vacation will be granted to that employee on his/her employment anniversary date. Custodial personnel first employed after July 1 shall receive one (1) day of paid vacation for each month of continuous service from the time of employment to July 1, but not to exceed ten (10) days.

Example: A custodian employed on March 1 would be allowed four (4) days of paid vacation on July 1.

Section 3. Separation: In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month of continuous service 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.

Section 4. Scheduling: Custodial personnel will be given every reasonable and practical choice of vacation periods possible. Personnel with greater seniority shall be given preference in scheduling vacations provided these vacations are scheduled at least 30 days in advance. Custodial personnel may schedule vacations anytime during the contract year (July 1 through June 30) upon request and agreement from the superintendent, director of facilities, or lead district custodian. No more than 50% of the custodians may be on vacation at any one time.

Custodians shall be able to carry over from one year to the next a maximum of 5 vacation days. Accrued vacation time above 5 days not used by June 30 will be forfeited unless alternate vacation time is mutually agreed upon prior to June 30. Vacation days shall not be forfeited if custodians attempt to schedule their remaining vacation days by May 1st but are unable to do so.

ARTICLE IX -- HOLIDAYS

Section 1. Paid Holidays: Full-time custodial personnel shall be granted the following holidays with pay: New Year's Day, President's Day, Good Friday, Memorial Day, Juneteenth, July 4, July 3 or 5, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day. At least two weeks before July 4th, the adjustment committee will discuss with the administration which additional day will be taken with the Fourth of July Holiday.

When a paid holiday falls on a non-working day, the employee will be granted one (1) additional vacation day. If the employee is off the job and being compensated by Workers' Compensation, no additional vacation days will be granted.

ARTICLE X -- 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 building principal.

ARTICLE XI -- PART-TIME CLEANING PERSONNEL—BENEFITS

Section 1. Definition: Part-time is defined as less than eight (8) hours per day, 167 days per year but more than

fourteen (14) hours per week, 67 days per year.

Section 2. Sick Leave: ~~Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Effective September 1, 1992, p~~Part-time cleaning personnel shall be allowed fifteen (15) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the District, sick leave shall accumulate at a rate of thirteen (13) sick leave days per year. A sick day is defined as the number of hours of assigned work. Employees initially employed between October 1 and January 31 shall receive six (6) days of sick leave. Employees initially employed between February 1 and June 30 shall receive three (3) days of sick leave for that 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 and 2014 Legislature amended a sick leave law. 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, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, 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.~~

- a. **Verification 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 a physician's verification for sick leave taken of three consecutive days or more.

Section 3. Accumulated Sick Leave: There shall be no limit on accumulation of unused sick leave.

Section 4. Building Lock-up: ~~Effective July 1, 2010, t~~The part-time cleaning person at Washington Elementary School, Churchill Elementary School, Middle School, Senior High School and Garfield School, who is responsible for locking that building at night, shall receive an additional ~~seventy (\$70) one dollar (\$1.00) cents~~ per hour.

Section 5. Personal Leave: Each part-time cleaning person has three (3) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave is not 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.

Employees who use two or fewer sick leave days in a school year, will have one additional personal leave day credited to their leave time the following school year. This additional personal leave day must be used during the year in which it is credited, or it will be lost.

Section 6. Summer Work: When the number of summer work hours is allocated in the spring, part-time cleaning personnel shall be given first opportunity based on building seniority, excluding lawn mowing, as authorized by the superintendent. Should additional hours become available during the summer, they will be allocated on a district seniority basis to part-time cleaning personnel not working.

Section 7. Paid Holidays: Part-time cleaning personnel shall be granted Christmas Day, President's Day, Good Friday, Memorial Day and Labor Day with pay on a prorated basis. ~~Effective July 1, 2002,~~ Thanksgiving Day, Day after Thanksgiving (effective 2025-2026) and New Year's Day with pay on a prorated basis. For example: An employee working four (4) hours

per day shall receive eightfive (85) four (4) hour holiday days per year.

~~Effective July 1, 2016, p~~Part-time cleaners who work in the summer are eligible for a paid holiday on Juneteenth and July 4. In order to be eligible for ~~the July 4~~ holiday pay for these two holidays, the employee must be “regularly scheduled” in the summer months, unless on an excused illness. “Regularly scheduled” shall be determined in advance by the director of facilities or lead district custodian.

Section 8. Emergency Leave: Three (3) prorated working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

Section 9. Other Positions within the District: Part-time personnel may be employed in other part-time positions in the District but can be eligible for benefits only under the agreement where a majority of the time is worked.

Section 10. Leaves of Absence without Pay/Benefits: Part-time custodians may be granted a leave of absence without pay/benefits by the School Board for a period of time not to exceed six (6) months. This leave may be granted only once regardless of length.

Section 11. 403 (b) Employer Matching Plan: Employees hired after July 1, 2024 will not receive a severance benefit as defined below in Article XI, Section 12, 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, 2024, employees hired prior to July 1, 2024 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 employees working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired employees who have been rehired by the school district are not eligible for employer contributions.

Subd 2. There shall be a lifetime per part time cleaner cap of \$50,000 on District contributions.

Subd 3. Match: Effective July 1, 2024, 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>
<u>0 – 3</u>	<u>No match</u>
<u>4 – 6</u>	<u>\$900</u>
<u>7 – 10</u>	<u>\$1,400</u>
<u>11 – 15</u>	<u>\$1,900</u>
<u>16+</u>	<u>\$2,400</u>

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

Subd. 4. 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 121. Severance Pay: Part-time custodians who have been employed for a minimum of six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) years and who are at least fifty-five (55) years of age, shall upon retirement receive in the form of severance pay for each day of unused sick leave, not to exceed 120 days as follows: a) Seventy (\$70) effective July 1, 2022.

Effective July 1, 2015, part-time cleaners who have worked for ten (10) years, are at least fifty-five (55) years of age, but who do not qualify for severance pay as per the qualifications listed above, shall receive severance pay of \$40 for each day of unused sick leave, not to exceed 120 days.

Section 132. Life Insurance: All part-time cleaners who meet the minimum employment standards of the school district's insurance carrier shall receive a \$10,000 life insurance policy. As of July 1, 2008, the minimum employment standard is to be employed a minimum of 20 hours per week.

Section 143. Dental Insurance: Employees working a minimum of 5 hours per day and 170 days per year or a minimum of 220 days per year at 4 hours per day will be eligible to participate in the dental insurance plan. The district will cover the full premium for employees selecting single coverage under the district selected plan. The district will cover 50% of the premium for employees selecting the family/dependent coverage.

Section 154. 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 16. HRA Contribution: 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

ARTICLE XII -- 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 the employee is receiving Workers' Compensation.

ARTICLE XIII -- 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 custodial employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

Section 3. Benefits: See Article VI, Section 2 of this Agreement for retirement benefits.

ARTICLE XIV -- 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 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 XV -- 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 official recognized employee organization.
2. Through the 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 – director of facilities or lead district custodian, building administrator, or superintendent. They may bring a union representative with them if they so choose.

ARTICLE XVI -- 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 XVII – DISCIPLINE

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

Section 1. No call, no show – Any custodian/cleaner who does not report to work on three (3) consecutive days and fails to adequately notify the director of facilities of their absence will be subject to immediate termination pending final approval by the school board. Employees who have a medical excuse which prohibits them from notifying the director of facilities must provide it to the District within 5 days of the incident for the provision not to lead to termination.

Section. 2. 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 3. 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 4. 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 5. 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 in 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 XVIII - - 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 party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, 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 A – CLASSIFICATION AND WAGES FOR CUSTODIAL PERSONNEL: 2024-2026

Wages will increase ~~2.53-0%~~ in 2024-25, ~~3.00%~~ or "Me-too" if Education MN receives more than 3.00% for 2025-2026 same increase as put on the teachers' salary schedule in 2023-2024.

	3.00%	Me-Too
Custodial Classifications Hourly Wage	2022-2023	2023-2024
Custodian – Step 1	\$ 26.75	TBD
Custodian – Step 2	\$ 28.34	TBD
G Custodian – Head Pool Operator	\$ 28.83	TBD
H Head Elementary and Garfield Custodians	\$ 31.22	TBD
K Head Custodian(s) – Cloquet Middle School and Senior High School	\$ 32.26	TBD

	3.00%	Me-Too
Custodial Classifications Monthly Wage	2022-2023	2023-2024
Custodian – Step 1	\$ 4,654.54	TBD
Custodian – Step 2	\$ 4,931.79	TBD
G Custodian – Head Pool Operator	\$ 5,016.25	TBD
H Head Elementary and Garfield Custodians	\$ 5,433.05	TBD
K Head Custodian(s) – Cloquet Middle School and Senior High School	\$ 5,612.98	TBD

<u>Custodial Classifications Hourly Wage</u>	<u>2.50%</u>	<u>3.00% or Me-Too*</u>
	<u>2024-2025</u>	<u>2025-2026</u>
<u>Custodian - Step 1</u>	<u>\$28.68</u>	<u>*\$29.54</u>
<u>Custodian - Step 2</u>	<u>\$30.39</u>	<u>*\$31.30</u>
<u>G Custodian - Head Pool Operator</u>	<u>\$31.39</u>	<u>*\$32.30</u>
<u>H Head Elementary and Garfield Custodians</u>	<u>\$33.48</u>	<u>*\$34.48</u>
<u>K Head Custodian(s) - Cloquet Middle School and Senior High School</u>	<u>\$34.59</u>	<u>*\$35.63</u>

To be in compliance with the Fair Labor Standards Act, custodians are hourly paid employees. Therefore, and for accounting purposes, both hourly and monthly salaries are listed in the above table.

~~*Increase in Salaries for the 2023-2024 school year will be based on the percent of increase granted in the Teachers' Salary Schedule for the 2023-2024 school year.~~

Longevity Pay. Longevity pay is based on years of service as a custodian or part-time cleaner in the school district (adjusted for full year leaves of absence), is effective July 1, 2017, and will be paid according to the chart listed below. Employees hired between July 1 and December 31 will have their first year of service credited July 1 following their hire. Employees hired between January 1 and June 30 will have their first year of service credited the second July 1 following their hire.

Longevity pay for part-time cleaners will begin in September of the year in which the part-time cleaner begins their 25th year of service. Longevity pay for custodians will begin July 1, of the year in which they begin their 25th year of service. Employees who change classification from part-time cleaner to custodian or from custodian to part-time cleaner will have their years of service in the custodial employees' union credited towards longevity pay. Monthly, longevity pay will be paid for full months worked in a school year. For instance, part-time cleaners usually will receive their longevity pay September through May. Projected longevity pay may be prorated over the 12 months of a school year.

Years of Service	Monthly Payment
10 - 14 Years	\$13530.00 /Month
15 – 19 Years	\$16555.00 /Month
20+ – 25 Years	\$19080.00 /Month
26+ Years	\$105.00 /Month

- Step one (1) is for year one (1) and year two (2) of experience as a custodian. Step two (2) is more than two (2) years of experience as a custodian. At the discretion of the school board, custodial experience may be granted for experience outside of the Cloquet School District.
- Any custodian, other than the head pool operator, who receives and maintains a pool operator's license and is asked to be available to work with the pool as part of that custodian's regular assignment, will receive an additional \$1.00-.25 per hour in their base salary.
- Any person who is charged with the responsibility of operating a boiler in a building must hold a license that is equivalent to or not less than one (1) level lower than the license required for that boiler.
- Head custodians must hold a license, that, at a minimum, qualifies them for supervising operation of the boiler horsepower in their building.

All custodians are to make reasonable progress towards possessing a 1st Class License. Required progress shall be as follows:

- 1.5 years for a Special Boiler Operator’s License
- Five years for a First-Class License

Custodians not meeting this schedule will have their salaries frozen until obtaining the proper license. A custodian whose salary is frozen will remain on the classification rate for which the custodian is assigned, but at the amount designated for that classification during the year in which they were frozen.

SENIORITY LIST – FULL TIME CUSTODIAL PERSONNEL: AS OF ~~OCTOBER 12, 2022~~ DECEMBER 12, 2024

EMPLOYEE	STARTING DATE
1. Matthew Montgomery	February 1, 2001
2. Gary Hughes	February 1, 2004
23. James Kersting	December 22, 2010
34. Stephen Martin	March 14, 2011
45. Trevor Neff	December 12, 2017
56. Gary Beck	December 14, 2017
67. Christopher Marciniak	December 26, 2017
78. Tim Housley	January 20, 2020
8. James Belden	December 12, 2023

SCHEDULE B: PART-TIME CLEANER CLASSIFICATIONS AND WAGES: 202~~42~~-202~~64~~

PT Cleaner Classifications	3.00% Me-Too	
	2022-2023	2023-2024
Elementary/Secondary/Garfield Cleaner Step 1	\$ 16.79	TBD
Elementary/Secondary/Garfield Cleaner Step 2	\$ 17.54	TBD
Custodial Substitute (1st 30 days subbed in school year)	\$ 18.37	TBD
Custodial Substitute (31 or more days subbed in school year)	\$ 19.78	TBD
On-Call Cleaner: Up to 20 Hours/Week – Step 1	\$ 15.10	TBD

On-Call Cleaner: Up to 20 Hours/Week – Step 2	-\$ 15.85	TBD
On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week – Step 1	-\$ 16.78	TBD
On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week – Step 2	-\$ 17.53	TBD

2.50% 3.00% or Me-Too*

PT Cleaner Classifications	2024-2025	2025-2026
<u>Elementary/Secondary/Garfield Cleaner Step 1</u>	<u>\$18.00</u>	<u>*\$18.54</u>
<u>Elementary/Secondary/Garfield Cleaner Step 2</u>	<u>\$18.81</u>	<u>*\$19.37</u>
<u>Custodial Substitute</u>	<u>\$21.21</u>	<u>*\$21.84</u>
<u>On-Call Cleaner: Up to 20 Hours/Week - Step 1</u>	<u>\$16.20</u>	<u>*\$16.68</u>
<u>On-Call Cleaner: Up to 20 Hours/Week - Step 2</u>	<u>\$16.99</u>	<u>*\$17.50</u>
<u>On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 1</u>	<u>\$17.99</u>	<u>*\$18.53</u>
<u>On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 2</u>	<u>\$18.80</u>	<u>*\$19.36</u>

*Increase in Salaries for the 2023-2024 school year will be based on the percent of increase granted in the Teachers' Salary Schedule for the 2023-2024 school year. * Wages will increase 2.5% in 2024-25, 3.00% or "Me-too" if Education MN receives more than 3.00% for 2025-2026

SENIORITY LIST – PART-TIME CLEANING PERSONNEL: AS OF ~~October 12, 2022~~December 12, 2024

EMPLOYEE	STARTING DATE
1. Mark Frey	June 17, 2013
2. James Belden	September 13, 2016
13. Tony Branning	October 16, 2017
24. Joseph Kersting	December 12, 2017
35. Alan Clairmont	May 14, 2018
46. Joan Dahlen	April 2, 2019
57. Marlyn Ninneman	September 10, 2019
68. Darren Johnson	August 24, 2021
79. Jacob Belden	September 7, 2021
810. Jimmy Housley	September 28, 2021
911. Keith Johnson	November 4, 2021
12. Reese Kolodge	December 22, 2021
1013. Joyel Peterson	January 12, 2022
11. Jackson Reynolds	September 26, 2023
12. Benjamin Bouts	August 13, 2024
On Call Cleaners	
1. Kyle Winterquist	November 28, 2022

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
<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 1,600 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
<p>\$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%.</p>						
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
<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	\$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
<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	\$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
<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>						

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>						



MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: December 16, 2024

RE: **Change in School Readiness Tuition**

Beginning school year 25/26 the tuition cost and schedule for school readiness classes will change:

From

- Section 1 - 4 Year Old M/W/F 6 hour class (510 hours/year)= \$1755.00/year
- Section 2 - 4 Year Old T/TH 6 hour class (420 hours/year)= \$1287.00/year
- Section 3 - 4 Year Old M/W/F 4 hour class (344 hours/year)= \$1188.00/year
- Section 1 – 3 Year Old T/Th 2.5 hour class (145 hours/year) = \$540.00/year

To

- Section 1 - 4 Year Old M-F 6 hour class (858 hours/year)= \$3131.70/year
- Section 2 - 4 Year Old M/W/F 3 hour class (255 hours/year)= \$930.75/year
- Section 1 – 3 Year Old T/Th 2.5 hour class (145 hours/year) = \$540.00/year

This is what School Readiness is advertising for fall 2025. There is room in the schedule to add another 3 year old section on T/Th afternoons, another 4 year old section on M/W/F afternoons or extend the day if families are interested.



MINNESOTA STATE

LEASE AGREEMENT– MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: \$21,000.00

THIS LEASE AGREEMENT is made by and between State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of **Fond du Lac Tribal and Community College**, located at **2101 14th Street, Cloquet, MN 55720**, hereafter referred to as MINNESOTA STATE or LANDLORD, and **ISD 94, an independent public school district, located at 302 14th Street, Cloquet, MN 55720**, hereafter referred to as TENANT.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to govern Board-related property, and

WHEREAS, MINNESOTA STATE has under its control **its main campus** located at **2101 14th Street, Cloquet, MN 55720**, and has space in that building, and

WHEREAS, TENANT intends to use the space for **operation of its Lil' Thunder Daycare Program**

NOW THEREFORE, MINNESOTA STATE and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. LEASED PREMISES.

MINNESOTA STATE grants and TENANT accepts the lease of the following described Leased Premises located in the City of **Cloquet**, County of **Carlton**, Minnesota: more particularly described as:

Approximately **3,000** of usable square feet of space in **Main Campus Building, 2101 14th Street, Cloquet, MN**, as shown on the floor plan or survey on attached Exhibit A described below:

Address/Room No. / Location	Square Feet	Use
Daycare wing including outdoor playground area	3,000	Operation of Lil' Thunder Daycare Program
TOTAL	3,000	Operation of Lil' Thunder Daycare Program

Hereafter referred to as the "Leased Premises".

- 1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its “as is” condition, and MINNESOTA STATE is under no obligation to make any alterations or modifications to accommodate TENANT’s use. TENANT’s taking possession of the Leased Premises is evidence that the Leased Premises was in tenable condition as of the day of occupancy.
- 1.2 MINNESOTA STATE reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof, conduits, heating and cooling and other structural elements. MINNESOTA STATE may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided MINNESOTA STATE makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.
- 1.3 Parking. MINNESOTA STATE shall allow TENANT, its staff, visitors, guests and invitees the use of **any available parking in campus parking lots** during the term of this Lease. MINNESOTA STATE reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MINNESOTA STATE’s parking program.

2. TERM.

The term of this Lease Agreement shall commence on **7/1/2024** (the “Commencement Date”), and end on **6/30/2029**, unless otherwise sooner terminated as provided in this Lease. MINNESOTA STATE grants and TENANT accepts a right to enter the Leased Premises **90** days prior to the Commencement Date at no charge to install furnishings, fixtures and equipment (FF&E) necessary to allow TENANT’s occupancy, provided MINNESOTA STATE has received and approved TENANT’s certificate of liability insurance evidencing that TENANT has satisfactorily met all MINNESOTA STATE insurance requirements as set forth in Paragraph 11, Insurance, and in the attached **Exhibit B**, General Insurance Requirements.

3. PAYMENT OF RENT.

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MINNESOTA STATE the sum of **Zero and 00/100 (\$0.00)** for the initial term of the Lease Agreement, such amount to be paid in advance, **and Four Thousand, Two Hundred and 00/100 \$4,200.00** in **Annual** installments by the last day of each **Lease Period (June 30)**, promptly and with no invoicing, by check, money order, or electronic funds transfer made payable to **Fond du Lac Tribal and Community College**. Rent shall be paid in accordance with the following schedule:

Lease Period	Monthly Payment	Annual Rent	Total due over Term
7/1/2024-6/30/2025		\$4,200.00	
7/1/2025-6/30/2026		\$4,200.00	
7/1/2026-6/30/2027		\$4,200.00	
7/1/2027-6/30/2028		\$4,200.00	
7/1/2028-6/30/2029	130	\$4,200.00	
Total			\$21,000.00

3.2 If TENANT uses and occupies the Leased Premises prior to the Commencement Date for other than installation of FF&E, TENANT shall pay to MINNESOTA STATE a daily rent of **Zero and 00/100 (\$0.00)** for each day prior.

3.3 Bond Financed Property. If MINNESOTA STATE used General Obligation bonds (including Higher Education Asset Preservation and Repair "HEAPR") to purchase, construct or improve the Leased Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of the Department of Management and Budget, his or her successor and assigns, up to and including furnishing any documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, if any, used to purchase, construct or improve the property of which the Leased Premises is a part, is exempt from federal taxation.

4. USE.

TENANT shall use and occupy the Leased Premises only as **a daycare facility** and for no other purposes without MINNESOTA STATE's prior written consent for each instance.

5. TERMINATION.

5.1 This Lease may be terminated by MINNESOTA STATE with or without cause at any time upon giving thirty (30) days prior written notice of such termination to TENANT.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to MINNESOTA STATE by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
- b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MINNESOTA STATE without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MINNESOTA STATE all expenses incurred in connection with MINNESOTA STATE'S disposition of such personal property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. TENANT'S obligation to pay all of MINNESOTA STATE'S expenses incurred in connection with removal of TENANT'S personal property shall survive the termination of this Lease.

6. DUTIES OF LANDLORD.

MINNESOTA STATE shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. MINNESOTA STATE shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities: MINNESOTA STATE shall bear the cost of the following utilities: **All utilities including phone and internet service**

- 6.2 Janitorial Service: MINNESOTA STATE shall provide janitorial services and supplies to the Leased Premises and common areas of the building on a daily basis, Monday through Friday.
- 6.3 Trash Removal: MINNESOTA STATE shall provide the Leased Premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), MINNESOTA STATE shall provide space for recyclable materials. MINNESOTA STATE shall provide recycling services at its expense.
- 6.4 Common Areas: MINNESOTA STATE shall provide yard care for the complex.
- 6.5 Snow Removal: MINNESOTA STATE shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building cleared of snow, ice and debris, including the parking lot.
- 6.6 Maintenance: MINNESOTA STATE shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork. MINNESOTA STATE shall also maintain the foundation, roof and exterior walls of the building.
- 6.7 Repairs: MINNESOTA STATE shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that MINNESOTA STATE shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall MINNESOTA STATE bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.
- 6.8 Delivery of Leased Premises: MINNESOTA STATE covenants that it will deliver the Leased Premises to TENANT in good condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.
- 6.9 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.
- 6.10 Energy Conservation: Minnesota State shall operate within Minnesota State energy guidelines and may enact energy initiatives to reduce energy consumption. Minnesota State participates in energy conservation measures enacted by State or Federal authority as may be specifically required by such governmental orders or regulations.
- 6.11 Accessibility: MINNESOTA STATE agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 6.12 Shutdowns: MINNESOTA STATE reserves the right to shut down electricity, heat, water or air conditioning when necessitated by safety, repairs, alterations or upgrades. MINNESOTA STATE will give TENANT at least one (1) day notice of such shutdown,

except in case of emergency, which shall require no advance notification. MINNESOTA STATE will use reasonable efforts to not shut down TENANT's utilities during business hours. MINNESOTA STATE will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

7. DUTIES OF TENANT.

- 7.1 Window coverings, interior painting and alterations, subject to MINNESOTA STATE's prior written approval, see Paragraph 8, Alterations.
- 7.2 Identification signs, subject to MINNESOTA STATE'S prior written approval, see Paragraph 8, Alterations.
- 7.3 Furniture, Fixtures, and Equipment. TENANT shall supply all furnishings necessary for its use of the Leased Premises.
- 7.4 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.
- 7.5 Energy Conservation. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and other utility or service, whether such is furnished by MINNESOTA STATE or obtained and paid for by TENANT.
- 7.6 Compliance with Laws. TENANT shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.
- 7.7 Tax or Impositions. In the event that a state or local tax is imposed upon MINNESOTA STATE due to TENANT'S occupancy, use, valuable possession or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of TENANT.
- 7.8 Human Rights: When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minn. Stat. Section 363A.36.
- 7.9 Repairs. TENANT shall, except as otherwise specified herein, maintain in good repair and condition the Leased Premises including the building and any and all equipment, fixtures or appurtenances furnished by MINNESOTA STATE under this Lease. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.
- 7.10 Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MINNESOTA STATE, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.

- 7.11 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.
- 7.12 Internship Opportunities. TENANT agrees to allow college academic programs with internship hours, volunteer hours, and observation hours for students as needed. (i.e. Early Childhood, Elementary Education, and Nursing)
- 7.13 Student and Employee Priority: TENANT agrees to offer priority deadlines to college students and employees to utilize Lil' Thunder daycare services each semester.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of MINNESOTA STATE. All alterations, additions, improvements and fixtures (including floor coverings), which may be made or installed by MINNESOTA STATE upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of MINNESOTA STATE, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear.

- 8.1 Alterations, additions or changes shall comply with all applicable codes and MINNESOTA STATE Design and Construction Standards. TENANT shall at all times observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT shall comply with all applicable laws and requirements including, but not limited to the City, County, and State of Minnesota as to sanitary, health and safety conditions and as to the use of the Leased Premises by TENANT
- 8.2 Alterations, additions or changes shall be at TENANT's sole cost and expense to furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this Lease.
- 8.3 TENANT shall be responsible for ensuring that building contractors employed by TENANT shall provide and maintain a performance bond and construction insurance as established by Minnesota State Colleges and Universities. TENANT shall provide copies of said performance bond and construction insurance to MINNESOTA STATE prior to any work performed by any contractors on behalf of TENANT.
- 8.4 Tenant may, at its own expense, remodel, redecorate, make alterations, additions and changes in and to the interior of the premises (except those of a structural nature); provided, however, that no alterations, additions or changes may be made without first procuring the approval in writing of MINNESOTA STATE. All alterations, additions or changes to be made to the Leased Premises which require the approval of MINNESOTA STATE shall be made under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications approved in writing by MINNESOTA STATE before commencement of work. All work related to any alterations, additions or changes shall be done in a good and workmanlike manner and diligently completed so that the premises shall be a complete unit at all times except during the period of construction. TENANT will not make or allow to be made any

structural changes or additions to the building or the premises, or make or allow to be made any changes, additions or hook ups to any utility services, including electrical, plumbing, heating, HVAC, or any transformers, lines, wires, or equipment associated with same, without the prior written approval of MINNESOTA STATE. TENANT shall be responsible for the cost of any build out of the Leased Premises in preparation for occupancy. TENANT and MINNESOTA STATE shall develop plans and specifications for building out the TENANT space.

8.5 TENANT shall have no right to encumber or subject the interest of MINNESOTA STATE in the Leased Premises to any mechanic's liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within ten (10) days after the date of recording of the lien. TENANT shall be liable to MINNESOTA STATE for any MINNESOTA STATE's costs and attorney fees incurred in regard to this section.

8.6 Leased Premises Condition at Termination. TENANT shall vacate the Leased Premises in good order and in the same repair as which the Leased Premises existed at the commencement of this Lease Agreement, ordinary wear and tear excepted, and, shall remove all its property and fixtures there from so MINNESOTA STATE can repossess the Leased Premises not later than the day after the expiration of this Lease Agreement or any renewal thereof, whether upon notice or by holdover or otherwise. TENANT may at any time prior to or upon the termination of this Lease Agreement or any renewal or extension thereof, remove from the Leased Premises all materials, equipment and property of every other sort or nature installed by TENANT thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury or damage shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property or equipment. MINNESOTA STATE may require TENANT to remove same from the Leased Premises, at MINNESOTA STATE's sole discretion, if MINNESOTA STATE provides TENANT with written notice at least 15 days prior to termination of the lease.

9. **ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **MINNESOTA STATE'S ACCESS.**

MINNESOTA STATE, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.**

11.1 **General Liability.** TENANT shall acquire and maintain, at its sole expense, all the insurance described on **Exhibit B**, attached hereto and made a part of this Lease Agreement, naming both Minnesota State Colleges and Universities and **Fond du Lac Tribal and Community College, 2101 14th Street, Cloquet, MN 55720** as additional insured.

11.2. **Property Damage.** It shall be the duty of MINNESOTA STATE and TENANT to maintain insurance on their own property, both real and personal. MINNESOTA STATE

may maintain either insurance or self-insurance. Notwithstanding anything apparently to the contrary of this Lease Agreement, MINNESOTA STATE and TENANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

12. LIABILITY.

MINNESOTA STATE and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MINNESOTA STATE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

13. MINNESOTA STATE TO BE HELD HARMLESS.

MINNESOTA STATE shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Leased Premises by TENANT or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by TENANT, except as such injury, death or property damage is attributable to MINNESOTA STATE'S negligence as determined by a court of law. TENANT shall indemnify MINNESOTA STATE and hold it harmless from any and all such suits, actions or claims. This provision shall survive the termination of this Lease.

14. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MINNESOTA STATE shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

15. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), MINNESOTA STATE shall have the option, at its sole and absolute discretion, to either:

- a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall MINNESOTA STATE have any obligation: 1) to make repairs or restoration beyond the extent of insurance proceeds received by MINNESOTA STATE for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If MINNESOTA STATE elects to repair damage to the Leased Premises, then

- 1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and
- 2) In no event shall MINNESOTA STATE be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

- b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If MINNESOTA STATE elects to terminate the Lease Agreement, MINNESOTA STATE shall notify TENANT in writing within 180 days of the date of the Casualty.

16. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than five days, the amount of Rent due each month will be doubled. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises. TENANT will also be liable to MINNESOTA STATE for all costs, losses, claims or liabilities that MINNESOTA STATE may incur as a result of TENANT's failure to surrender possession of the Leased Premises to MINNESOTA STATE upon the expiration or earlier termination of the Lease.

17. DEFAULT BY TENANT.

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MINNESOTA STATE, MINNESOTA STATE may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- a. terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
- b. re-enter the Leased Premises and remove all persons and property from the Leased Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease;
- c. re-let the Leased Premises without terminating the Lease. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of Rent due and owing under this Lease Agreement. If the amount received from re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will pay any such deficiency to MINNESOTA STATE upon demand.

18. SELF-HELP RIGHT.

If TENANT defaults in the performance of any term of this Lease Agreement, MINNESOTA STATE, in addition to any other rights and remedies it has under this Lease and without waiving

such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that MINNESOTA STATE gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MINNESOTA STATE and all losses, costs and expenses incurred by MINNESOTA STATE, in connection with any such performance by MINNESOTA STATE pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by MINNESOTA STATE for any property, material, labor or services provided by MINNESOTA STATE to TENANT.

19. **WAIVER OF COVENANTS.**

The failure of MINNESOTA STATE to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but TENANT'S obligation with respect to such future performance shall continue in full force and effect.

20. **BUILDING ACCESS.**

MINNESOTA STATE shall provide for access to the Leased Premises **12** hours per day for authorized employees of TENANT. Building hours are: **7:00 AM – 7:00 PM. Building hours are subject to change. Any changes to hours will be communicated to TENANT.**

21. **NOTICES.**

All notices, requests, and other communications between MINNESOTA STATE and TENANT that are required or that MINNESOTA STATE or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: **ISD 94**
302 14th Street
Cloquet, MN 55720
ATTN: TBD

MINNESOTA STATE: **Fond du Lac Tribal and Community College**
2101 14th Street
Cloquet, MN 55720
ATTN: Bret Busakowski, Executive Financial Officer

With a copy to: Minnesota State Colleges and Universities
30 E. 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Services

22. **NEW LANDLORD.**

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MINNESOTA STATE shall sell, convey,

transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MINNESOTA STATE, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. **AUDIT.**

MINNESOTA STATE is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, MINNESOTA STATE, MINNESOTA STATE's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. **ENVIRONMENTAL.**

TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MINNESOTA STATE, which may be unreasonably withheld. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MINNESOTA STATE from any and all damages, costs, fines and expenses, including all attorney's fees incurred by Minnesota State that might arise as a result of TENANT's violation of this provision. This provision shall survive the termination of this Lease.

25. **ENTIRE AGREEMENT.**

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A**, Leased Premises
- **EXHIBIT B**, Insurance Requirements
- **Any Subsequent amendments, addendum properly executed by the parties.**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: ISD 94

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: _____
TBD

Its: _____
TBD

Date: _____

MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF FOND DU LAC TRIBAL AND COMMUNITY COLLEGE

By: _____
ANITA HANSON

Its: _____
PRESIDENT

Date: _____

VERIFIED AS TO ENCUMBRANCE: (if applicable)

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

Expenditure Authorization Entered

By: _____

Title: _____

Date: _____

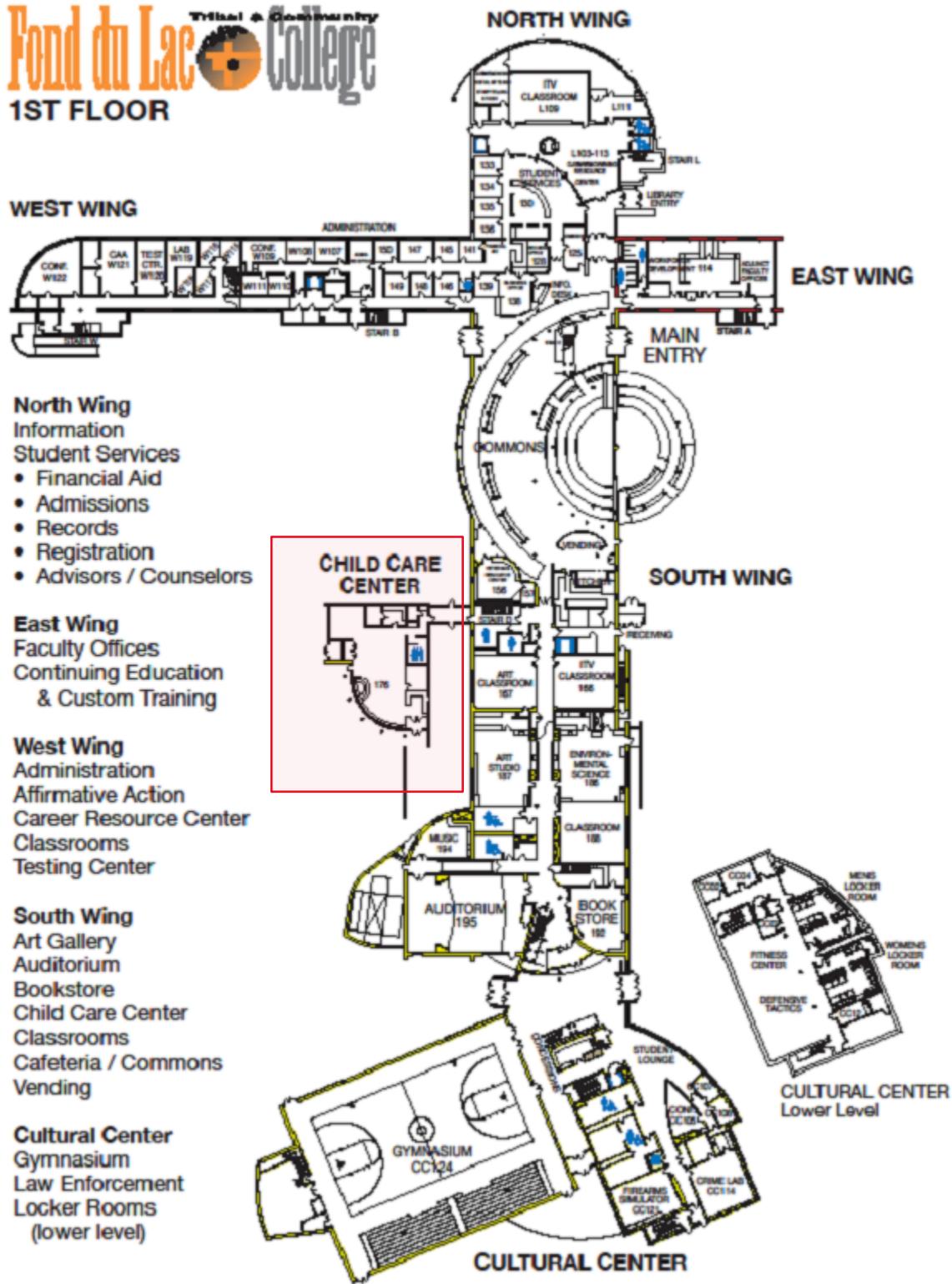
AS TO FORM AND EXECUTION:

By: _____

Title: _____

Date: _____

EXHIBIT A – LEASED PREMISES



- North Wing**
Information
Student Services
- Financial Aid
 - Admissions
 - Records
 - Registration
 - Advisors / Counselors

- East Wing**
Faculty Offices
Continuing Education
& Custom Training

- West Wing**
Administration
Affirmative Action
Career Resource Center
Classrooms
Testing Center

- South Wing**
Art Gallery
Auditorium
Bookstore
Child Care Center
Classrooms
Cafeteria / Commons
Vending

- Cultural Center**
Gymnasium
Law Enforcement
Locker Rooms
(lower level)

**EXHIBIT B
GENERAL INSURANCE REQUIREMENTS**

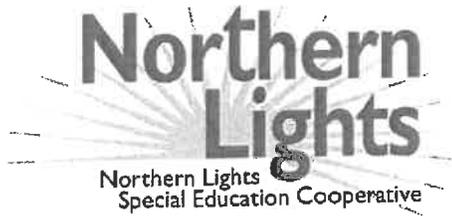
The TENANT shall not commence work in, or occupy, the Leased Premises under this Lease Agreement until TENANT has obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies shall remain in force and effect throughout the term of the Lease Agreement.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
 - A. Statutory Compensation Coverage
 - B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident
2. General Liability Insurance
 - A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
 - B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- TENANT's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the TENANT's performance under this Lease Agreement.
- TENANT agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless TENANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- TENANT is responsible for payment of Lease Agreement related insurance premiums and deductibles.
- If TENANT is self-insured, a Certification of Self-Insurance must be attached.
- TENANT's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- TENANT shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
 - An Umbrella or Excess Liability insurance policy may be used to supplement the TENANT's policy limits to satisfy the full policy limits required by the Lease Agreement.



Northern Lights Special Education Cooperative

16 E Hwy 61, P.O. Box 40, Esko, MN 55733
(218) 655-5018
www.nlsec.org

Billie Jo Steen - Executive Director

MEMORANDUM

TO: Dr. Michael Cary
FROM: Tisha Warbalow
DATE: December 13, 2024
RE: Contract for Service: EC_1 Our Redeemer Preschool
EC_2 New Horizons Preschool

Please submit to the School Board for approval, contract:

EC_1 Our Redeemer Preschool

with Cloquet ISD #94 for preschool services during the 2024-2025 school year.

EC_2 New Horizons Preschool

with Cloquet ISD #94 for preschool services during the 2024-2025 school year.

Resolution: That the School Board of ISD #94 hereby approves the contract:

EC_1 Our Redeemer Preschool - estimated tuition cost of \$4,725.00

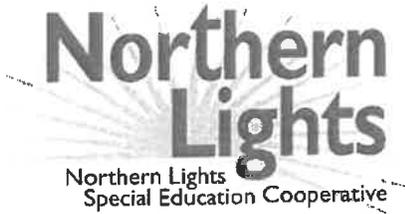
with Cloquet ISD #94 preschool services during the 2024-2024 school year.

EC_2 New Horizons Preschool - estimated tuition cost of \$2,700.00

with Cloquet ISD #94 for preschool services during the 2024-2025 school year.

Thank you,

Barnum ISD #91, Carlton ISD #93, Cloquet ISD #94, Cromwell ISD #95, Esko ISD #99, Hermantown ISD #700,
Lake Superior ISD #381, McGregor ISD #0004, Moose Lake ISD #97, NL Academy ISD #6096,
Proctor ISD #704, Wrenshall ISD #100, Willow River ISD #577



Northern Lights Special Education Cooperative

16 E Hwy 61, P.O. Box 40, Esko, MN 55733
(218)655-5018 ~ Fax (218)451-4511
www.nlsec.org

Billie Jo Steen - Executive Director

2024-2025 CONTRACT FOR EARLY CHILDHOOD PROGRAMMING for Students in Special Education

This agreement, entered this 13th day of December 2024, by and between Cloquet ISD #94 (herein referred to as the District) and Our Redeemer ECSE/Preschool (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of a qualified Early Childhood Education Program to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, that an Early Childhood Education Program, as deemed necessary by the child study process and documented in the students' Individual Education Plans (IEP), Individual Family Service Plans (IFSP), or Individual Interagency Intervention Plans (IIIP).**
2. **The services provided are necessary for the students to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas holds appropriate licensure for the necessary service for which they provide. Upon request, a copy of the licensure or appropriate certification will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed Early Childhood Education Program to meet the objectives stated above.**
2. **The Contractor and the District shall agree to provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**
3. **Services will be provided at the Our Redeemer Preschool in a location equivalent to the general education program, to the maximum extent appropriate.**
4. **The District and Contractor shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory, and emotional needs.**

EC_1 Contract

5. **Starting September 4, 2024, the Contractor will provide to Early Childhood Program students at rates dependent on program, days per week, number of weeks, and number of students. Cloquet ISD #94 is responsible for a total estimated tuition cost of \$4,725 for the 24-25 school year.**
6. **The Contractor will submit monthly invoices that reflect Program hours by date and attendance to the district Business Manager.**
7. **The District shall make payments to the Contractor upon receipt of invoice.**
8. **The Contractor shall maintain appropriate liability coverage commensurate with the Program requirements and submit a copy of the policy upon request to the District.**
9. **This agreement shall be in force from September 4, 2024 through May 31, 2025. Either party shall provide written notice regarding reduction/discontinuation of program hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
 302 14th Street
 Cloquet, MN 55720

By: _____

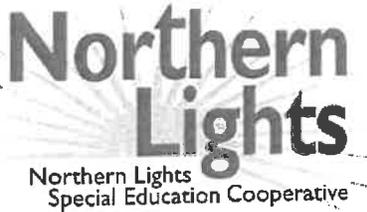
Date: _____

Our Redeemer Preschool
 515 Skyline Blvd.
 Cloquet, MN 55720

By: _____

Date: _____

Students:AO, GR + 1 extra if needed
 *Number of students may vary throughout the year.



Northern Lights Special Education Cooperative

16 E Hwy 61, P.O. Box 40, Esko, MN 55733
(218)655-5018 ~ Fax (218)451-4511
www.nlsec.org

Billie Jo Steen - Executive Director

2024-2025 CONTRACT FOR EARLY CHILDHOOD PROGRAMMING for Students in Special Education

This agreement, entered this 13th day of December 2024, by and between Cloquet ISD #94 (herein referred to as the District) and New Horizons Preschool (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of a qualified Early Childhood Education Program to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, that an Early Childhood Education Program, as deemed necessary by the child study process and documented in the students' Individual Education Plans (IEP), Individual Family Service Plans (IFSP), or Individual Interagency Intervention Plans (IIIP).**
2. **The services provided are necessary for the students to make progress on IEP, IFSP, or IIIP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas holds appropriate licensure for the necessary service for which they provide. Upon request, a copy of the licensure or appropriate certification will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The Contractor shall provide a licensed Early Childhood Education Program to meet the objectives stated above.**
2. **The Contractor and the District shall agree to provide services to students with disabilities as defined in the Individuals with Disabilities Education Act.**
3. **Services will be provided at the New Horizons Preschool in a location equivalent to the general education program, to the maximum extent appropriate.**
4. **The District and Contractor shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory, and emotional needs.**

EC_2 Contract

5. **Starting September 4, 2024, the Contractor will provide to Early Childhood Program students at rates dependent on program, days per week, number of weeks, and number of students. Cloquet ISD #94 is responsible for a total estimated tuition cost of \$2,900.00 for the 24-25 school year.**
6. **The Contractor will submit monthly invoices that reflect Program hours by date and attendance to the district Business Manager.**
7. **The District shall make payments to the Contractor upon receipt of invoice.**
8. **The Contractor shall maintain appropriate liability coverage commensurate with the Program requirements and submit a copy of the policy upon request to the District.**
9. **This agreement shall be in force from September 4, 2024 through May 31, 2025. Either party shall provide written notice regarding reduction/discontinuation of program hours with a 30-day notice.**

Signed by:

Cloquet ISD #94
302 14th Street
Cloquet, MN 55720

By: _____

Date: _____

New Horizons Preschool
615 12th Street
Cloquet, MN 55720

By: _____

Date: _____

Students:KC, CD + 1 extra if needed
*Number of students may vary throughout the year.

January 6, 2025

SALE DAY REPORT FOR:

Independent School District No. 94 Cloquet Public Schools, Minnesota

\$34,915,000 General Obligation School Building
Refunding Bonds, Series 2025A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Matthew Hammer,
Senior Municipal Advisor

Jodie Zesbaugh,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE: To finance a current refunding of fiscal year 2026 through 2036 maturities of the district’s General Obligation School Building Bonds, Series 2015B.

RATING: MN Credit Enhancement Rating: Moody’s Investor’s Service “Aa1”
Underlying Rating: Moody’s Investor’s Service “A1”

NUMBER OF BIDS: 12

LOW BIDDER: BOK Financial Securities, Inc., Milwaukee, Wisconsin

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:* 3.2345%

HIGH BID: 3.3945%

Summary of Sale Results:	
Principal Amount*:	\$34,915,000
Underwriter’s Discount:	\$107,900
Reoffering Premium:	\$3,592,038
True Interest Cost:	3.2345%
Costs of Issuance:	\$162,525
Yield:	2.83%-3.18%
Future Value Savings:	\$2,379,747
Present Value Savings:	\$1,959,628
Savings Percentage:	4.802%
Total Net P&I:	\$46,180,166

* The winning bidder submitted a bid with a premium price (a price greater than the par amount of the bonds) that was greater than the Pre-Sale Report estimate. As a result, the total principal amount of the bonds was decreased from \$35,520,000 (in the Pre-Sale Report and the Preliminary Official Statement) to \$34,915,000.

NOTES: The True Interest Cost of 3.23% is below the 3.38% estimate included in the Presale Report provided to the board on December 9, 2024. This results in a future value savings of \$2,379,747, compared with the \$2,008,810 included in the Pre-Sale Report.

The Bonds maturing February 1, 2034 and thereafter are callable February 1, 2033, or any date thereafter.

CLOSING DATE: January 30, 2025

REDEMPTION DATE FOR 2015B BONDS: March 6, 2025

DESIGNATED OFFICIAL ACTION: Because the future value savings was greater than the \$1,000,000 parameter in the resolution approved by the School Board on October 28, 2024, the Superintendent and School Board Treasurer accepted the proposal from the low bidder on January 6, 2025.

SCHOOL BOARD ACTION: At the January 6, 2025 meeting, adopt the Resolution Ratifying the Awarding of Sale of \$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Updated Sources and Uses of Funds
- Existing Debt Service Schedule 2015B Bonds
- Updated Debt Service Schedule for 2025A Refunding Bonds
- Updated Debt Service Comparison/Refunding Savings Analysis
- Updated Current Refunding Escrow
- Rating Report
- Resolution Ratifying the Award of Sale (Provided Separately)

BID TABULATION

\$35,520,000* General Obligation School Building Refunding Bonds, Series 2025A

Independent School District No. 94 (Cloquet Public Schools), Minnesota

SALE: January 6, 2025

AWARD: BOK FINANCIAL SECURITIES, INC.

MN Credit Enhancement Rating: Moody's Investor's Service "Aa1"

Underlying Rating: Moody's Investor's Service "A1"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin	2026	5.000%	2.880%	\$39,070,120.94	3.2345%
	2027	5.000%	2.830%		
	2028	5.000%	2.830%		
	2029	5.000%	2.880%		
	2030	5.000%	2.920%		
	2031	5.000%	2.930%		
	2032	5.000%	2.950%		
	2033	5.000%	3.020%		
	2034	5.000%	3.060%		
	2035	5.000%	3.140%		
	2036	5.000%	3.180%		
TD SECURITIES (USA) LLC New York, New York					
BOFA SECURITIES New York, New York					3.2981%
HILLTOPSECURITIES Dallas, Texas					3.3139%
J.P. MORGAN SECURITIES LLC New York, New York					3.3267%

* Subsequent to bid opening the issue size was decreased to \$34,915,000.

Adjusted Price: \$38,399,138.20 Adjusted Net Interest Cost: \$7,782,211.11 Adjusted TIC: 3.2345%

NAME OF BIDDER	TRUE INTEREST RATE
JEFFERIES LLC New York, New York	3.3293%
MORGAN STANLEY & CO., INC. Purchase, New York	3.3326%
KEYBANC CAPITAL MARKETS INCORPORATED Cleveland, Ohio	3.3352%
PIPER SANDLER & CO. Minneapolis, Minnesota	3.3389%
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina	3.3529%
BAIRD Milwaukee, Wisconsin	3.3719%
MESIROW FINANCIAL, INC. Chicago, Illinois	3.3945%

Cloquet School District No. 94, MN

\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A

Dated: January 30, 2025 - Current Refunding of

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Sources & Uses

Dated 01/30/2025 | Delivered 01/30/2025

Sources Of Funds

Par Amount of Bonds	\$34,915,000.00
Reoffering Premium	3,592,037.70
Total Sources	\$38,507,037.70

Uses Of Funds

Total Underwriter's Discount (0.309%)	107,899.50
Costs of Issuance	162,525.00
Deposit to Current Refunding Fund	38,235,429.94
Rounding Amount	1,183.26
Total Uses	\$38,507,037.70

Cloquet School District No. 94, MN

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2025	-	-	-	-	-
08/01/2025	-	-	833,753.13	833,753.13	-
02/01/2026	2,745,000.00	5.000%	833,753.13	3,578,753.13	4,412,506.26
08/01/2026	-	-	765,128.13	765,128.13	-
02/01/2027	2,885,000.00	5.000%	765,128.13	3,650,128.13	4,415,256.26
08/01/2027	-	-	693,003.13	693,003.13	-
02/01/2028	3,030,000.00	5.000%	693,003.13	3,723,003.13	4,416,006.26
08/01/2028	-	-	617,253.13	617,253.13	-
02/01/2029	3,180,000.00	3.125%	617,253.13	3,797,253.13	4,414,506.26
08/01/2029	-	-	567,565.63	567,565.63	-
02/01/2030	3,280,000.00	5.000%	567,565.63	3,847,565.63	4,415,131.26
08/01/2030	-	-	485,565.63	485,565.63	-
02/01/2031	3,445,000.00	5.000%	485,565.63	3,930,565.63	4,416,131.26
08/01/2031	-	-	399,440.63	399,440.63	-
02/01/2032	3,615,000.00	5.000%	399,440.63	4,014,440.63	4,413,881.26
08/01/2032	-	-	309,065.63	309,065.63	-
02/01/2033	3,795,000.00	3.625%	309,065.63	4,104,065.63	4,413,131.26
08/01/2033	-	-	240,281.25	240,281.25	-
02/01/2034	3,935,000.00	3.750%	240,281.25	4,175,281.25	4,415,562.50
08/01/2034	-	-	166,500.00	166,500.00	-
02/01/2035	4,080,000.00	4.000%	166,500.00	4,246,500.00	4,413,000.00
08/01/2035	-	-	84,900.00	84,900.00	-
02/01/2036	4,245,000.00	4.000%	84,900.00	4,329,900.00	4,414,800.00
Total	\$38,235,000.00	-	\$10,324,912.58	\$48,559,912.58	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	1/30/2025
Average Life	6.436 Years
Average Coupon	4.1977014%
Weighted Average Maturity (Par Basis)	6.436 Years
Weighted Average Maturity (Original Price Basis)	6.436 Years

Refunding Bond Information

Refunding Dated Date	1/30/2025
Refunding Delivery Date	1/30/2025

Cloquet School District No. 94, MN

\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A

Dated: January 30, 2025 - Current Refunding of

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/30/2025	-	-	-	-	-
08/01/2025	-	-	877,724.31	877,724.31	-
02/01/2026	2,660,000.00	5.000%	872,875.00	3,532,875.00	4,410,599.31
08/01/2026	-	-	806,375.00	806,375.00	-
02/01/2027	2,565,000.00	5.000%	806,375.00	3,371,375.00	4,177,750.00
08/01/2027	-	-	742,250.00	742,250.00	-
02/01/2028	2,700,000.00	5.000%	742,250.00	3,442,250.00	4,184,500.00
08/01/2028	-	-	674,750.00	674,750.00	-
02/01/2029	2,820,000.00	5.000%	674,750.00	3,494,750.00	4,169,500.00
08/01/2029	-	-	604,250.00	604,250.00	-
02/01/2030	2,970,000.00	5.000%	604,250.00	3,574,250.00	4,178,500.00
08/01/2030	-	-	530,000.00	530,000.00	-
02/01/2031	3,120,000.00	5.000%	530,000.00	3,650,000.00	4,180,000.00
08/01/2031	-	-	452,000.00	452,000.00	-
02/01/2032	3,270,000.00	5.000%	452,000.00	3,722,000.00	4,174,000.00
08/01/2032	-	-	370,250.00	370,250.00	-
02/01/2033	3,435,000.00	5.000%	370,250.00	3,805,250.00	4,175,500.00
08/01/2033	-	-	284,375.00	284,375.00	-
02/01/2034	3,610,000.00	5.000%	284,375.00	3,894,375.00	4,178,750.00
08/01/2034	-	-	194,125.00	194,125.00	-
02/01/2035	3,785,000.00	5.000%	194,125.00	3,979,125.00	4,173,250.00
08/01/2035	-	-	99,500.00	99,500.00	-
02/01/2036	3,980,000.00	5.000%	99,500.00	4,079,500.00	4,179,000.00
Total	\$34,915,000.00	-	\$11,266,349.31	\$46,181,349.31	-

Yield Statistics

Bond Year Dollars	\$225,326.99
Average Life	6.454 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	3.4537413%
True Interest Cost (TIC)	3.2345594%
Bond Yield for Arbitrage Purposes	3.0219354%
All Inclusive Cost (AIC)	3.3117743%

IRS Form 8038

Net Interest Cost	3.0413970%
Weighted Average Maturity	6.553 Years

Cloquet School District No. 94, MN

\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A

Dated: January 30, 2025 - Current Refunding of

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2025	-	(1,183.26)	-	1,183.26
02/01/2026	4,410,599.31	4,410,599.31	4,412,506.26	1,906.95
02/01/2027	4,177,750.00	4,177,750.00	4,415,256.26	237,506.26
02/01/2028	4,184,500.00	4,184,500.00	4,416,006.26	231,506.26
02/01/2029	4,169,500.00	4,169,500.00	4,414,506.26	245,006.26
02/01/2030	4,178,500.00	4,178,500.00	4,415,131.26	236,631.26
02/01/2031	4,180,000.00	4,180,000.00	4,416,131.26	236,131.26
02/01/2032	4,174,000.00	4,174,000.00	4,413,881.26	239,881.26
02/01/2033	4,175,500.00	4,175,500.00	4,413,131.26	237,631.26
02/01/2034	4,178,750.00	4,178,750.00	4,415,562.50	236,812.50
02/01/2035	4,173,250.00	4,173,250.00	4,413,000.00	239,750.00
02/01/2036	4,179,000.00	4,179,000.00	4,414,800.00	235,800.00
Total	\$46,181,349.31	\$46,180,166.05	\$48,559,912.58	\$2,379,746.53

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	1,958,444.84
Net PV Cashflow Savings @ 3.022%(Bond Yield).....	1,958,444.84
Contingency or Rounding Amount.....	1,183.26
Net Present Value Benefit	\$1,959,628.10
Net PV Benefit / \$40,810,210.97 PV Refunded Debt Service	4.802%
Net PV Benefit / \$38,235,000 Refunded Principal...	5.125%
Net PV Benefit / \$34,915,000 Refunding Principal..	5.613%

Refunding Bond Information

Refunding Dated Date	1/30/2025
Refunding Delivery Date	1/30/2025

Cloquet School District No. 94, MN

\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A

Dated: January 30, 2025 - Current Refunding of

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
01/30/2025	-	-	-	0.94	-	0.94
03/06/2025	38,235,429.00	4.410%	161,688.72	38,397,117.72	38,397,118.66	-
Total	\$38,235,429.00	-	\$161,688.72	\$38,397,118.66	\$38,397,118.66	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted

Cash Deposit	0.94
Cost of Investments Purchased with Bond Proceeds	38,235,429.00
Total Cost of Investments	\$38,235,429.94

Target Cost of Investments at bond yield	\$38,282,125.47
Actual positive or (negative) arbitrage	46,695.53

Yield to Receipt	4.2646835%
Yield for Arbitrage Purposes	3.0219354%

State and Local Government Series (SLGS) rates for	1/06/2025
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CREDIT OPINION

31 December 2024



Contacts

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Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

Cloquet Independent School District 94, MN

Update to credit analysis

Summary

[Cloquet Independent School District 94, MN's](#) (A1) credit profile is characterized by its stable local economy, declining enrollment trend, solid financial position, and overall leverage that is in line with similarly rated peers.

Credit strengths

- » Solid operating reserves and liquidity
- » Stable economic base near Duluth

Credit challenges

- » Declining enrollment trend expected to continue in the near term
- » Somewhat elevated fixed costs compared to peers

Rating outlook

We do not assign outlooks to local government issuers with this amount of debt.

Factors that could lead to an upgrade

- » Further economic strengthening, such as growth of resident income to over 100% of the US median and stabilized enrollment trends
- » Ability to sustainably balance financial operations that supports available fund balance at levels above 20% of revenue

Factors that could lead to a downgrade

- » Continued deterioration of available fund balance to levels below 15% of revenue
- » Substantial increase in leverage to levels nearing 400% of revenue

Key indicators

Exhibit 1

Cloquet Independent School District 94, MN

	2021	2022	2023	2024	A Medians
Economy					
Resident income	92.7%	92.7%	96.2%	N/A	95.7%
Full value (\$000)	\$1,161,206	\$1,269,782	\$1,449,715	\$1,524,540	\$1,315,322
Population	14,858	14,695	14,785	N/A	14,266
Full value per capita	\$78,154	\$86,409	\$98,053	N/A	\$95,408
Enrollment	2,634	2,646	2,641	2,598	1,838
Enrollment trend	0.1%	-0.1%	-0.5%	-0.5%	-1.4%
Financial performance					
Operating revenue (\$000)	\$41,391	\$42,733	\$44,843	\$49,934	\$31,151
Available fund balance (\$000)	\$10,506	\$10,112	\$9,142	\$9,078	\$7,998
Net cash (\$000)	\$13,818	\$14,058	\$13,094	\$11,387	\$8,915
Available fund balance ratio	25.4%	23.7%	20.4%	18.2%	26.4%
Net cash ratio	33.4%	32.9%	29.2%	22.8%	32.5%
Leverage					
Debt (\$000)	\$60,872	\$57,462	\$57,835	\$58,200	\$23,604
ANPL (\$000)	\$108,101	\$92,703	\$72,848	\$66,742	\$48,858
OPEB (\$000)	\$532	\$693	\$724	\$564	\$3,281
Long-term liabilities ratio	409.5%	353.0%	293.0%	251.3%	316.8%
Implied debt service (\$000)	\$4,491	\$4,270	\$4,013	\$4,018	\$1,599
Pension tread water (\$000)	\$2,191	\$1,620	\$2,627	N/A	\$883
OPEB contributions (\$000)	\$150	\$218	\$256	\$0	\$148
Fixed-costs ratio	16.5%	14.3%	15.4%	13.3%	10.6%

For definitions of the metrics in the table above please refer to the [US K-12 Public School Districts Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [K12 Median Report](#).

Sources: US Census Bureau, Cloquet Independent School District 94, MN's financial statements and Moody's Ratings

Profile

Cloquet Independent School District 94, MN is situated in Carlton (Aa2) and St. Louis Counties, located about 20 miles west of the City of Duluth (Aa2). The district provides prekindergarten to twelfth grade education to over 2,500 students.

Detailed credit considerations

Cloquet ISD 94 has a solid economic base that benefits from its proximity to Duluth and remains stable with no significant economic developments underway. Though it gains more students through open enrollment, the district has a trend of modestly declining enrollment driven by declining birthrates, which is projected to continue over the next several years. The district's financial position is solid but has been declining over the last few years because of its reliance on state funding, which has been mostly flat as enrollment declines. Furthermore, the district is challenged by rising expenditures related to staffing. The district currently uses the full \$724 per pupil local optional revenue (LOR), but has no additional voter-approved operating levies.

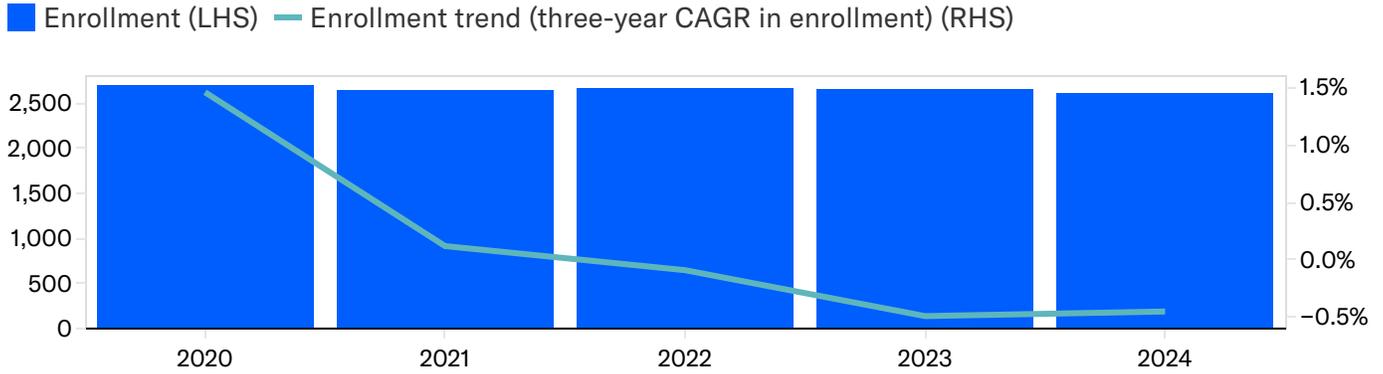
Available fund balance in fiscal 2025 (year-end June 30) is likely to slightly decline again because of a planned spending from assigned fund balance for curriculum improvements. The district plans to closely balance the budget through material expenditure reductions to mitigate the financial impact of declining enrollment and begin adding to fund balance in fiscal 2026. Management plans to manage expenses through staff attrition and further staff reductions to support reduced enrollment. Leverage will continue to decline because of the current refunding issuance and the lack of additional borrowing plans.

Minnesota school districts' ANPLs are primarily attributable to their participation in the Teachers Retirement Association of Minnesota (TRA). Based on TRA's reporting, we expect Minnesota school districts' ANPLs to decline by about 8% in fiscal 2024. While results will vary across US public pension systems, we generally expect local governments' fiscal year 2025 ANPLs to fall by another 20% based on

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

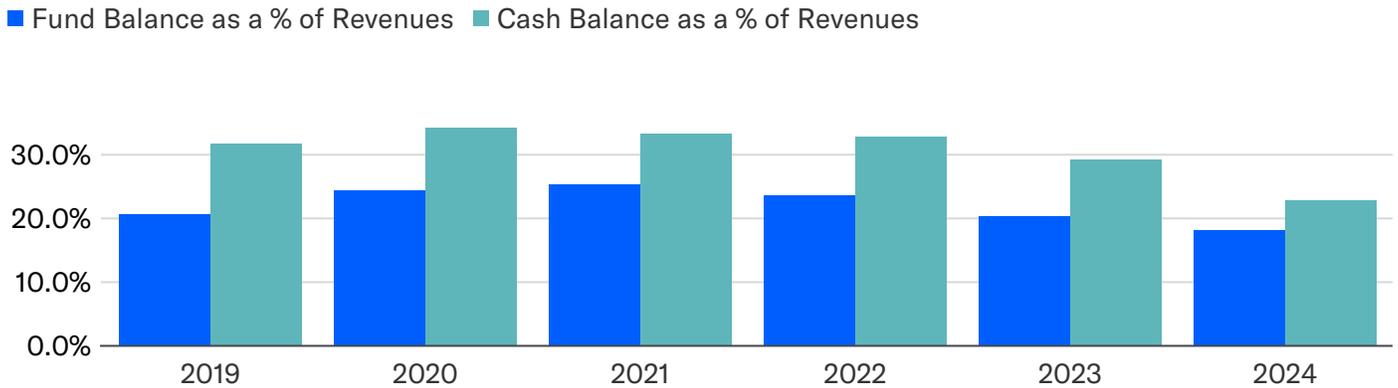
our aggregate estimates, due to rising interest rates and above-target investment returns in 2024. As of the TRA's fiscal 2023 reporting, government contributions in aggregate amounted to almost 10% of payroll, below our tread water indicator, which amounted to around 13% of payroll.

Exhibit 2
Declining birthrates is a key factor in recent enrollment loss



Source: Moody's Ratings

Exhibit 3
Declining enrollment and rising staff related costs have slightly weakened reserves and liquidity

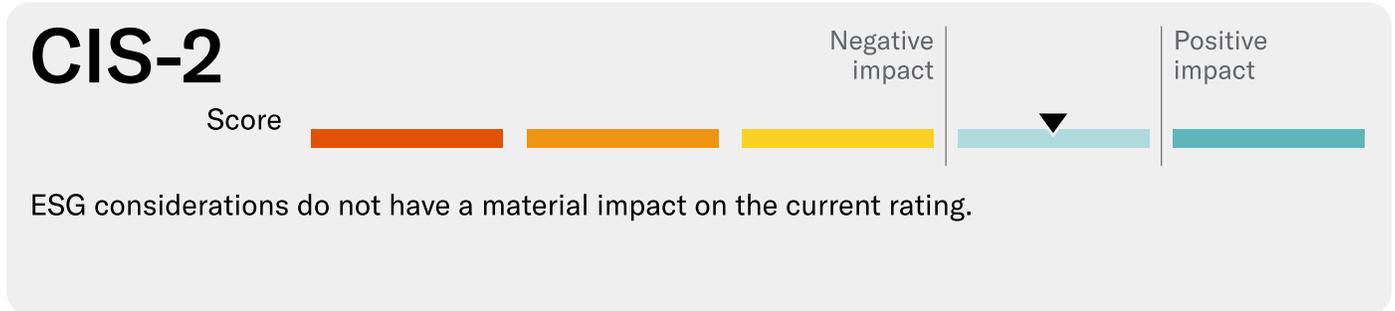


Source: Moody's Ratings

ESG considerations

Cloquet Independent School District 94, MN's ESG credit impact score is CIS-2

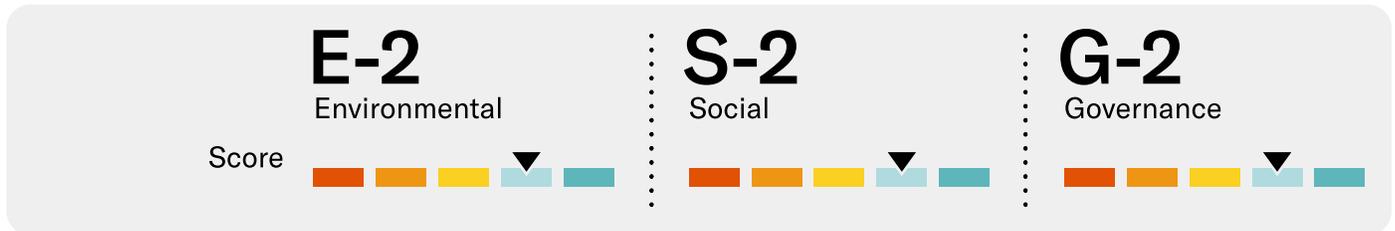
Exhibit 4
ESG credit impact score



Source: Moody's Ratings

Cloquet ISD 94's Credit Impact Score (CIS) is **CIS-2**, reflecting relatively low exposure to environmental, social and governance risks.

Exhibit 5
ESG issuer profile scores



Source: Moody's Ratings

Environmental

Cloquet ISD 94's E Issuer Profile Score is **E-2**, reflecting relatively low exposure to environmental risks across all categories, including physical climate risk, carbon transition, natural capital and waste and pollution.

Social

Cloquet ISD 94's S Issuer Profile Score is **S-2**, reflecting relatively low exposure to social risks across all categories, including demographics, labor and income, housing, health and safety, access to basic services and education. While the district's population has modestly grown over the past decade, declining birthrates are partially contributing to the district's modestly declining enrollment trend in recent years.

Governance

Cloquet ISD 94's G Issuer Profile Score is **G-2**, reflecting solid institutional framework and governance practices. The district operates in an institutional structure where the state controls the bulk of district revenue through a per-pupil funding formula, though districts can generate additional revenue by approaching voters for an additional levy up to the standard referendum cap. Transparency and disclosure practices are solid given the timely filing of audited financial statements and budgets.

ESG Issuer Profile Scores and Credit Impact Scores for the rated entity/transaction are available on Moodys.com. In order to view the latest scores, please click [here](#) to go to the landing page for the entity/transaction on MDC and view the ESG Scores section.

Rating methodology and scorecard factors

The US K-12 Public School Districts Methodology includes a scorecard, a tool providing a composite score of a school district's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare school district credits.

Exhibit 6

Cloquet Independent School District 94, MN

	Measure	Weight	Score
Economy			
Resident Income (MHI Adjusted for RPP / US MHI)	92.7%	10.0%	A
Full value per capita (full valuation of the tax base / population)	103,746	10.0%	Aa
Enrollment trend (three-year CAGR in enrollment)	-0.5%	10.0%	A
Financial performance			
Available fund balance ratio (available fund balance / operating revenue)	18.2%	20.0%	Aa
Net cash ratio (net cash / operating revenue)	22.8%	10.0%	Aa
Institutional framework			
Institutional Framework	A	10.0%	A
Leverage			
Long-term liabilities ratio ((debt + ANPL + adjusted net OPEB) / operating revenue)	245.9%	20.0%	Aa
Fixed-costs ratio (adjusted fixed costs / operating revenue)	13.3%	10.0%	Aaa
Notching factors			
No notchings applied			
Scorecard-Indicated Outcome			Aa3
Assigned Rating			A1

The complete list of outstanding ratings assigned to the Cloquet Independent School District 94, MN is available on their [issuer page](#). Details on the current ESG scores assigned to the Cloquet Independent School District 94, MN are available on their [ESGView page](#).

Sources: US Census Bureau, Cloquet Independent School District 94, MN's financial statements and Moody's Ratings

Appendix

Exhibit 7

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income	Median Household Income (MHI), adjusted for Regional Price Parity (RPP), as a % of the US	MHI: American Community Survey (US Census Bureau) RPP: US Bureau of Economic Analysis
Full value (\$000)	Estimated market value of taxable property accessible to the district	State repositories, district's audited financial reports, offering documents or continuing disclosure
Population	Population of school district	American Community Survey (US Census Bureau)
Full value per capita	Full value / population of school district	
Enrollment	Student enrollment of school district	State data publications
Enrollment trend	3-year Compound Annual Growth Rate (CAGR) of Enrollment	State data publications; Moody's Ratings
Financial performance		
Operating revenue (\$000)	Total annual operating revenue in what we consider to be the district's operating funds	Audited financial statements
Available fund balance (\$000)	Committed, assigned and unassigned fund balances in what we consider to be the district's operating funds	Audited financial statements
Net cash (\$000)	Net cash (cash and liquid investments minus short-term debt) in what we consider to be the district's operating funds	Audited financial statements
Available fund balance ratio	Available fund balance / Operating Revenue	Audited financial statements
Net cash ratio	Net Cash / Operating Revenue	Audited financial statements
Leverage		
Debt (\$000)	District's direct gross debt outstanding	Audited financial statements; official statements
ANPL (\$000)	District's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
OPEB (\$000)	District's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Long-term liabilities ratio	Debt, ANPL and OPEB liabilities as % of operating revenue	Audited financial statements, official statements; Moody's Ratings
Implied debt service (\$000)	Annual cost to amortize district's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water (\$000)	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contributions (\$000s)	District's actual contribution in a given period, typically the fiscal year	Audited financial statements; official statements
Fixed-costs ratio	Implied debt service, pension tread water and OPEB contributions as % of operating revenue	Audited financial statements, official statements, pension system financial statements

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US K-12 Public School Districts Methodology](#).

Source: Moody's Ratings

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EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS)
CARLTON AND ST. LOUIS COUNTIES, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota, was duly held in the School District on January 6, 2025, commencing at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING THE ISSUANCE AND SALE OF GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2025A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$34,915,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING AND INVESTMENT OF THE PROCEEDS THEREOF; AND PROVIDING FOR THE REFUNDING OF BONDS REFUNDED THEREBY

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the “District”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) On June 11, 2015, the District issued its General Obligation School Building Bonds, Series 2015B (the “Series 2015B Bonds”), in the original aggregate principal amount of \$45,450,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”) and a special election held February 10, 2015, to finance the acquisition and betterment of school sites and facilities, including the construction and equipping of a new middle school on the existing high school site; and the remodeling, repair, renovation, upgrading and completion of deferred maintenance and safety and security projects and teaching and learning space improvements at various school sites and facilities districtwide. The Series 2015B Bonds are currently outstanding in the principal amount of \$40,850,000, of which \$38,235,000 is subject to optional redemption and prepayment on or after February 1, 2025.

(b) The District is authorized by Section 475.67 of the Act (“Section 475.67”) to issue and sell its general obligation bonds to refund outstanding bonds when determined by the Board to be necessary and desirable for the reduction of debt service costs of the District.

(c) On October 28, 2024, the Board adopted a resolution (the “Parameters Resolution”) setting the parameters for the issuance and sale of its General Obligation School Building Refunding Bonds, Series 2025A (the “Bonds”), in the aggregate principal amount of approximately \$38,680,000, pursuant to the Act, including Section 475.67, to optionally redeem and prepay the Series 2015B Bonds (the “Refunded Bonds”).

(d) Pursuant to the Parameters Resolution, the Superintendent or Business Manager and any Board member (the “Authorized Officials”), with the advice of the Ehlers and Associates, Inc., (the “Municipal Advisor”) the District’s independent municipal advisor, were authorized to review proposals for the purchase of the Bonds and award the sale of the Bonds to the prospective purchaser based on the recommendation of the Municipal Advisor and the following parameter: a minimum estimated future value savings amount of \$1,000,000.

(e) Pursuant to the Parameters Resolution, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of a potential default by the District in the timely payment of the debt service on the Bonds. The District understands that as a result of its covenant to be

bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(f) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained the Municipal Advisor to serve as the District’s independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Ratification of Sale to the Purchaser and Interest Rates. The proposal of BOK Financial Securities, Inc. (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and the sale of the Bonds to the Purchaser is hereby ratified and confirmed, the proposal being to purchase the Bonds at a price of \$38,399,138.20 (par amount of the Bonds of \$34,915,000, plus original issue premium of \$3,592,037.70, less an underwriter’s discount of \$107,899.50), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2026	5.00%	2032	5.00%
2027	5.00%	2033	5.00%
2028	5.00%	2034	5.00%
2029	5.00%	2035	5.00%
2030	5.00%	2036	5.00%
2031	5.00%		

True interest cost: 3.2345594%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of January 6, 2025 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$34,915,000, originally dated January 30, 2025, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	\$2,660,000	2032	\$3,270,000
2027	\$2,565,000	2033	\$3,435,000
2028	\$2,700,000	2034	\$3,610,000
2029	\$2,820,000	2035	\$3,785,000
2030	\$2,970,000	2036	\$3,980,000
2031	\$3,120,000		

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The District may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for optional redemption, the District shall notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 8 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated

transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation School Building Refunding Bonds, Series 2025A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of ad valorem taxes hereinafter levied are hereby pledged to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the

extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. A portion of the proceeds of the Bonds in the amount of \$1,183.26 is hereby allocated to the Debt Service Fund.

4.02 Escrow Fund. Proceeds of the Bonds in the amount of \$38,235,429.94, and any securities purchased with such proceeds of the Bonds, shall be deposited in and are hereby irrevocably pledged and appropriated to a separate fund (the “Escrow Fund”) maintained by Zions Bancorporation, National Association, acting as escrow agent (the “Escrow Agent”). Such funds, and any securities purchased with such funds, shall be received by the Escrow Agent and applied to fund the Escrow Fund. The money and securities on deposit in the Escrow Fund shall be in an amount sufficient to pay on March 6, 2025 (the “Redemption Date”), the outstanding principal amount of the Refunded Bonds maturing after February 1, 2025, and called for optional redemption and prepayment on the Redemption Date. The money in the Escrow Fund shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Fund after payment in full of all principal of and interest on the Refunded Bonds may be remitted to the District, all in accordance with a Refunding Escrow Agreement, dated January 30, 2025 (the “Escrow Agreement”), between the District and the Escrow Agent. Under the terms of the Escrow Agreement, the Escrow Agent shall acknowledge receipt of the cash and securities transferred to the Escrow Agent for deposit in the Escrow Fund and shall agree to hold the cash and securities, and all earnings from the investments of the securities in the Escrow Fund, for the payment of the principal of and interest on the Refunded Bonds on the Redemption Date with respect to the Refunded Bonds. Any money remitted to the District upon termination of the Escrow Agreement shall be deposited to the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct annual irrepealable ad valorem taxes (the “Taxes”) upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrepealable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditor/Treasurers of Carlton and St. Louis Counties, Minnesota (the “County Auditors”) that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditors shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with each of the County Auditors and to obtain the certificates required by Section 475.63 of the Act.

4.07 Cancellation of Prior Levy After Redemption Date. Following the payment in full of all outstanding principal of and interest due on the Refunded Bonds on the Redemption Date, the Treasurer is hereby directed to certify such fact to and request each of the County Auditors to cancel any and all tax levies made with respect to the Refunded Bonds.

Section 5. Refunding of Refunded Bonds; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded Bonds shall be called for redemption on the Redemption Date in the principal amount of \$38,235,000. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds, which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds and is necessary and desirable for the reduction of debt service costs to the District.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Escrow Fund, along with any other funds on hand in the debt service fund established with respect to the issuance of the Refunded Bonds, will be sufficient to pay and prepay all of the principal and redemption premium (if any) of and the interest on the Refunded Bonds on the Redemption Date.

5.03 Securities to Fund Escrow Fund. Securities purchased from the moneys in the Escrow Fund will be limited to securities specified in Section 475.67, subdivision 8 of the Act. The Escrow Agent, as agent for the District, is hereby authorized and directed to purchase for and on behalf of the District and in its name, appropriate securities to fund the Escrow Fund. Upon the issuance and delivery of the Bonds, the securities so purchased shall be deposited with the Escrow Agent and held pursuant to the terms of the Escrow Agreement and this Resolution.

5.04. Redemption; Date of Redemption; Notice of Call for Redemption. The Refunded Bonds shall be redeemed and prepaid on the Redemption Date. The Refunded Bonds shall be redeemed and prepaid in accordance with their respective terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Refunded Bonds at least thirty (30) days prior to the Redemption Date.

5.05 Escrow Agreement. On or prior to the delivery of the Bonds, the Board Chair and the Clerk are hereby authorized and directed to execute on behalf of the District the Escrow Agreement with the Escrow Agent in substantially the form now on file with the Clerk. All essential terms and conditions of the Escrow Agreement, including payment by the District of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this Resolution, and the District covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Authentication of Transcript.

6.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and

such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

6.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

6.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

6.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Continuing Requirements. The District shall comply with all requirements necessary under the Code and Regulations to establish and maintain the exclusion from gross income of the interest on the Bonds under Sections 103 and 141-150 of the Code and applicable Regulations including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 or Section 1-148-8 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations and covenants made by this section.

7.03. Rebate. The District will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.04. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or the facilities refinanced with the proceeds of the Bonds, or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

7.05. Not Qualified Tax-Exempt Obligations. The District shall not designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 8. Book-Entry System; Limited Obligation of District.

8.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice

of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however,

any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this Resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
PURCHASE AGREEMENT

PROPOSAL FORM

The School Board
Independent School District No. 94 (Cloquet Public Schools), Minnesota (the "District")

January 6, 2025

RE: \$35,520,000* General Obligation School Building Refunding Bonds, Series 2025A (the "Bonds")
DATED: January 30, 2025

For all or none of the above Bonds, in accordance with the Terms of Proposal and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 39,070,120.94 (not less than \$35,164,800) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>5.00</u>	% due	2026	<u>5.00</u>	% due	2030	<u>5.00</u>	% due	2034
<u>5.00</u>	% due	2027	<u>5.00</u>	% due	2031	<u>5.00</u>	% due	2035
<u>5.00</u>	% due	2028	<u>5.00</u>	% due	2032	<u>5.00</u>	% due	2036
<u>5.00</u>	% due	2029	<u>5.00</u>	% due	2033			

The District reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2026 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$710,400 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the proposal opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of proposals. The District reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the District may award the Bonds to the bidder submitting the next best proposal provided such bidder agrees to such award. The Deposit will be retained by the District as liquidated damages if the proposal is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Terms of Proposal. This proposal is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Terms of Proposal. Delivery is anticipated to be on or about January 30, 2025.

This proposal is subject to the District's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Underwriter (Syndicate Manager), we agree to provide the District with the reoffering price of the Bonds within 24 hours of the proposal acceptance.

This proposal is a firm offer for the purchase of the Bonds identified in the Terms of Proposal, on the terms set forth in this proposal form and the Terms of Proposal, and is not subject to any conditions, except as permitted by the Terms of Proposal.

By submitting this proposal, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: NO:

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Bonds.

Account Manager: BOK Financial Securities, Inc. By: 
Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from January 30, 2025 of the above proposal is \$ 7,930,062.39 and the true interest cost (TIC) is 3.234570 %.

The foregoing offer is hereby accepted by and on behalf of the School Board of Independent School District No. 94 (Cloquet Public Schools), Minnesota, on January 6, 2025.

By: _____ By: _____
Title: _____ Title: _____

* Subsequent to bid opening the issue size was decreased to \$34,915,000.
Adjusted Price: \$38,399,138.20 Adjusted Net Interest Cost: \$7,782,211.11 Adjusted TIC: 3.2345%

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF CARLTON AND ST. LOUIS
INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS)

GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS
SERIES 2025A

No. R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
5.000%	February 1, 20__	January ____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

Independent School District No. 94 (Cloquet Public Schools), a duly organized and existing school district in Carlton and St. Louis Counties, Minnesota (the “District”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2025, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2033, and on any date thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the District and in such order as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District shall notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

This Bond is one of an issue in the aggregate principal amount of \$34,915,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on January 6, 2025 (the “Resolution”), for the purpose of providing money to redeem and prepay certain outstanding general obligation bonds of the District, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, including Minnesota Statutes, Section 475.67, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: January ___, 2025

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

(Facsimile)
Board Chair

(Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
January __, 2025	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

TAX LEVY SCHEDULE

Cloquet School District No. 94, MN

\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A

Dated: January 30, 2025 - Current Refunding of

\$45,450,000 General Obligation School Building Bonds, Series 2015B

Tax Levy Calculation

Tax Levy Year	Tax Collect Year	Bond Pay Year	Principal	Coupon	Interest	Total P+I	Net New D/S	105% of Total	Net Levy
2023	2024	2025	-	-	-	-	-	-	-
2024	2025	2026	2,660,000.00	5.000%	1,750,599.31	4,410,599.31	4,410,599.31	4,631,129.28	4,631,129.28
2025	2026	2027	2,565,000.00	5.000%	1,612,750.00	4,177,750.00	4,177,750.00	4,386,637.50	4,386,637.50
2026	2027	2028	2,700,000.00	5.000%	1,484,500.00	4,184,500.00	4,184,500.00	4,393,725.00	4,393,725.00
2027	2028	2029	2,820,000.00	5.000%	1,349,500.00	4,169,500.00	4,169,500.00	4,377,975.00	4,377,975.00
2028	2029	2030	2,970,000.00	5.000%	1,208,500.00	4,178,500.00	4,178,500.00	4,387,425.00	4,387,425.00
2029	2030	2031	3,120,000.00	5.000%	1,060,000.00	4,180,000.00	4,180,000.00	4,389,000.00	4,389,000.00
2030	2031	2032	3,270,000.00	5.000%	904,000.00	4,174,000.00	4,174,000.00	4,382,700.00	4,382,700.00
2031	2032	2033	3,435,000.00	5.000%	740,500.00	4,175,500.00	4,175,500.00	4,384,275.00	4,384,275.00
2032	2033	2034	3,610,000.00	5.000%	568,750.00	4,178,750.00	4,178,750.00	4,387,687.50	4,387,687.50
2033	2034	2035	3,785,000.00	5.000%	388,250.00	4,173,250.00	4,173,250.00	4,381,912.50	4,381,912.50
2034	2035	2036	3,980,000.00	5.000%	199,000.00	4,179,000.00	4,179,000.00	4,387,950.00	4,387,950.00
Total	-	-	\$34,915,000.00	-	\$11,266,349.31	\$46,181,349.31	\$46,181,349.31	\$48,490,416.78	\$48,490,416.78

STATE OF MINNESOTA)
)
COUNTIES OF CARLTON)
AND ST. LOUIS) ss.
)
INDEPENDENT SCHOOL)
DISTRICT NO. 94)

I, the undersigned, being the duly qualified Clerk of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on January 6, 2025, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation School Building Refunding Bonds, Series 2025A, in the original aggregate principal amount of \$34,915,000.

WITNESS My hand officially as such Clerk this _____ day of January, 2025.

Clerk of the School Board
Independent School District No. 94
(Cloquet Public Schools), Carlton and St. Louis Counties,
Minnesota

\$34,915,000
INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS)
CARLTON AND ST. LOUIS COUNTIES, MINNESOTA
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS
SERIES 2025A

GENERAL CERTIFICATE OF THE DISTRICT

January 30, 2025

We, the undersigned, being the duly qualified officers of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the “District”), hereby certify that no litigation is pending to which the District is a party, or threatened against the District to restrain or enjoin the issuance, sale, or delivery of the District’s General Obligation School Building Refunding Bonds, Series 2025A (the “Bonds”), in the original aggregate principal amount of \$34,915,000, or the payment, collection, or application of the proceeds thereof or other money and securities pledged or to be pledged to the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds or the existence of powers of the District. Further, there are no proceedings of any kind or nature pending or threatened in any way contesting or affecting the corporate existence or boundaries of the District or the title of the members of the School Board of the District to their offices by or before a Federal, State, or local governmental or administrative authority or agency.

The undersigned further certify that we have examined the Preliminary Official Statement, dated December 26, 2024, and the Final Official Statement, dated January 6, 2025 (together, the “Official Statement”), prepared by Ehlers and Associates, Inc., in connection with the issuance of the Bonds. To the best of our knowledge and belief, as of the date hereof, we certify that the Official Statement is a complete and accurate representation of the facts stated therein and further that said Official Statement did not (as of the date of the Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

The undersigned further certify that no order of consolidation has been issued pursuant to Minnesota Statutes, Section 123A.48, subdivision 15, involving the District, within thirty (30) days of the date of closing of the Bonds. The District is therefore not prohibited from delivering bonds to purchasers by the provisions of Minnesota Statutes, Section 123A.48, subdivision 19.

We certify the signatures shown below are the duly authorized signatures of the Board Chair, Clerk, and Treasurer of the District.

IN WITNESS WHEREOF, the undersigned officers have executed this General Certificate of the District as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

Board Chair

Clerk

Treasurer

General Certificate of the District
Independent School District No. 94 (Cloquet Public Schools)
Carlton and St. Louis Counties, Minnesota
General Obligation School Building Refunding Bonds, Series 2025A

\$34,915,000
 INDEPENDENT SCHOOL DISTRICT NO. 94
 (CLOQUET PUBLIC SCHOOLS)
 CARLTON AND ST. LOUIS COUNTIES, MINNESOTA
 GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS
 SERIES 2025A

TAX CERTIFICATE

January 30, 2025

We, the undersigned, being the duly qualified officers of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the “District”), hereby certify and recite as follows:

As of the date hereof and in accordance with the directions of the School Board of the District set forth in the Resolution of the School Board adopted on January 6, 2025 (the “Ratifying Resolution”), we have caused the proper manual or facsimile signatures to be affixed to each of the District’s General Obligation School Building Refunding Bonds, Series 2025A (the “Bonds”), issued in the original aggregate principal amount of \$34,915,000. The Bonds were issued as of the date hereof in denominations of \$5,000 at the following interest rates:

Year	Interest Rate	Year	Interest Rate
2026	5.00%	2032	5.00%
2027	5.00%	2033	5.00%
2028	5.00%	2034	5.00%
2029	5.00%	2035	5.00%
2030	5.00%	2036	5.00%
2031	5.00%		

The Bonds are dated January 30, 2025, and accrue interest from such date. Interest on the Bonds is payable semiannually on February 1 and August 1, commencing August 1, 2025. The Bonds are fully registered and are payable at Bond Trust Services Corporation, Roseville, Minnesota, the Bond Registrar and Paying Agent.

The Bonds mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	\$2,660,000	2032	\$3,270,000
2027	\$2,565,000	2033	\$3,435,000
2028	\$2,700,000	2034	\$3,610,000
2029	\$2,820,000	2035	\$3,785,000
2030	\$2,970,000	2036	\$3,980,000
2031	\$3,120,000		

The District may elect on February 1, 2033, and on any day thereafter to prepay Bonds due on or after February 1, 2034. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for optional redemption, the District shall notify The Depository Trust Corporation (“DTC”) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

The undersigned, as officers of the District who have the responsibility together with the governing body of the District for the issuance of the Bonds, further certify that, as of the date hereof, the District reasonably expects the following with respect to the Bonds:

1. Proceeds of Bonds. On the date hereof, the District received proceeds of the Bonds in the amount of \$38,399,138.20 (par amount of the Bonds of \$34,915,000, plus original issue premium of \$3,592,037.70, less an underwriter’s discount of \$107,899.50).

2. Purpose of Bonds; Expenditures. The Bonds are being issued to redeem and prepay the District’s General Obligation School Building Bonds, Series 2015B (the “Refunded Bonds”), issued by the District on June 11, 2015, in the original aggregate principal amount of \$45,450,000. The Refunded Bonds are currently outstanding in the principal amount of \$40,850,000, of which \$38,235,000 is subject to optional redemption and prepayment on or after February 1, 2025.

On March 6, 2025 (the “Redemption Date”), the Refunded Bonds will be redeemed and prepaid in the aggregate principal amount of \$38,235,000. The District has entered into an escrow agreement dated January 30, 2025 (the “Escrow Agreement”) with Zions Bancorporation, National Association (the “Escrow Agent”) to provide for the redemption and prepayment of the Refunded Bonds on the Redemption Date.

Proceeds of the Bonds will be expended as follows:

<u>Expenditures</u>	<u>Total Project Cost</u>
Underwriter’s Discount	\$ 107,899.50
Costs of Issuance	162,525.00
Deposit to Debt Service Fund (Rounding Amount)	1,183.26
Deposit to Refunding Escrow Fund	<u>38,235,429.94</u>
Total:	\$38,507,037.70*

** Includes proceeds in the amount of \$38,507,037.70 (comprised of the par amount of \$34,915,000.00, plus original issue premium of \$3,592,037.70).*

3. Yield. Based on the Certificate of Municipal Advisor, dated as of the date hereof (the “Municipal Advisor Certificate”), executed by Ehlers and Associates, Inc. (the “Municipal Advisor”), the yield on the Bonds for arbitrage purposes is 3.0219354 percent.

4. Weighted Average Maturity. Based on the Municipal Advisor Certificate dated as of the date hereof, the weighted average maturity of the Bonds is 6.553 years.

5. Remaining Weighted Average Maturity of Refunded Bonds. Based on the Municipal Advisor Certificate, the remaining weighted average maturity of the Refunded Bonds is 6.436 years.

6. Economic Life of Bond-Financed Project. The average maturity of the Bonds, as determined in the manner set forth in Section 147(b) of the Internal Revenue Code of 1986, as amended (the “Code”), does not exceed 120 percent of the average reasonably expected economic life of the capital assets financed with the proceeds of the Refunded Bonds and refinanced with the proceeds of the Bonds (the “Project”), as determined in the manner set forth in Section 147(b) of the Code. As a result, the Bonds satisfy the safe harbor under Section 1.148-1(c)(4)(B)(2) of the Treasury Regulations (the “Regulations”), and replacement proceeds do not arise with respect to the Bonds. The Treasury Regulations as amended from time to time are hereafter referred to as the “Regulations.”

7. Disposition of Bond-Financed Property. No asset acquired with proceeds derived from the sale of the Refunded Bonds that are allocated to the acquisition of such asset shall be sold or transferred by the District unless the District has first received an opinion from a nationally-recognized bond counsel to the effect that such sale or transfer (or the proposed application of the proceeds derived from such sale or transfer) will not cause interest on the Bonds to become includable in gross income for federal income tax purposes.

However, to the extent the proceeds of the Refunded Bonds were used to finance equipment or other personal property (“Property”), the District may dispose of such bond-financed Property in the ordinary course of an established governmental program without an opinion from a nationally-recognized bond counsel because the District will make no such disposition unless all of the following conditions are satisfied: (i) the weighted average maturity of the Bonds refinancing the Property is not greater than one hundred twenty percent (120%) of the reasonably expected actual use of the Property for governmental purposes; (ii) the District reasonably expects on the issue date of the Bonds that the fair market value of the Property on the date of disposition will be not greater than twenty-five percent (25%) of its cost; and (iii) the Property is no longer suitable for its governmental purposes on the date of disposition. The District shall deposit amounts received from any disposition of Property in a commingled fund with substantial tax or other governmental revenues and the District reasonably expects on the date hereof that the District will spend such amounts on governmental programs within six (6) months from the date of such commingling. The District may treat the Bonds properly allocable to the disposed Property that satisfies the provisions of this paragraph as a separate issue under the provisions of Section 1.150-1(c)(3) of the Regulations.

8. Private Use of Bond-Financed Property. The Project refinanced with proceeds of the Bonds shall be used solely by the District, other governmental entities, and members of the general public. The Project shall not be used by the government of the United States of America, its agencies or instrumentalities, or by nongovernmental entities, except by members of the general public.

9. Payments from Non-governmental Persons. The District shall not accept any payment or other benefit from the government of the United States of America, its agencies or instrumentalities, or from a non-governmental person which, in either case, is benefited from the issuance of the Bonds unless the District has first received an opinion from a nationally-recognized bond counsel to the effect that acceptance of such payment or benefit will not cause interest on the Bonds to become includable in gross income for federal income tax purposes.

10. Minor Portion. Proceeds of the Bonds shall not be used directly or indirectly to acquire higher-yielding investments or to replace funds which were used directly or indirectly to acquire higher-yielding investments, except during temporary periods described in Section 148 of the Code and applicable Regulations, and except for not more than \$100,000 of the proceeds of the Bonds (the “Minor Portion”).

11. Temporary Period – Refunding; Escrow Fund. The proceeds of the Bonds not deposited in the Debt Service Fund (as defined in the Ratifying Resolution) or used for the payment of costs of issuance of the Bonds will be deposited by the Escrow Agent into an escrow fund created pursuant to the Ratifying Resolution and the Escrow Agreement (the “Escrow Fund”). Proceeds of the Escrow Fund in the amount of \$38,235,429.00 will be invested in securities which are general obligations of the United States (the “Federal Securities”) and sale proceeds in the amount of \$0.94 shall be held in the Escrow Fund as an initial uninvested cash deposit. The principal and interest on the Federal Securities will be applied to the current refunding of the Refunded Bonds on the Redemption Date, which is within ninety (90) days of the date hereof.

12. Temporary Period – Debt Service Fund. The Debt Service Fund (as defined in the Ratifying Resolution) is expected to qualify as a bona fide debt service fund (as defined in Section 1.148-1(b) of the Regulations) because it will be used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each bond year (as defined in Section 1.148-1(b) of the Regulations) and will be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the Debt Service Fund for the immediately preceding bond year, or (ii) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding bond year. As a result, the money credited to the Debt Service Fund may be invested in higher-yielding investments for a temporary period of up to thirteen (13) months without causing the Bonds to be arbitrage bonds. If only a portion of the Debt Service Fund qualifies as a bona fide debt service fund, only that portion qualifies for the temporary period.

13. Rebate. The District shall maintain records of the interest rate on the Bonds and on investment of the proceeds of the Bonds and income thereon in adequate detail to enable the District to calculate the total of the excess of the amount earned on any nonpurpose investments (excluding tax-exempt obligations), if any, over the amount which would have been earned if the nonpurpose investments were invested at a rate equal to the yield on the Bonds plus any earnings attributable to the excess (the “Rebate Amount”). Any Rebate Amounts shall be paid to the United States according to the requirements set out in Section 148(f)(3) of the Code unless the District satisfies one of the expenditure exceptions to the rebate requirements under Section 1.148-7 or Section 1.148-8 of the Regulations.

14. Penalty. If the District fails to satisfy the rebate requirements of Section 148(f)(2) and (3) of the Code and an expenditure exception to the rebate requirements is not satisfied by the District, then the District may elect to pay any penalty required to be paid in lieu of loss of tax exemption by Section 148(f)(7) of the Code.

15. Status as Private Activity Bonds or Arbitrage Bonds. The District shall take no action to cause any of the Bonds to be deemed to be a “private activity bond” within the meaning of Section 141 of the Code and applicable Regulations. The District shall take no action to cause any of the Bonds to be deemed to be an “arbitrage bond” within the meaning of Section 148 of the Code and applicable Regulations.

16. No Federal Guarantee. The Bonds are not “federally guaranteed” within the meaning of Section 149(b) of the Code. For purposes of this Section 16, the Bonds are “federally guaranteed” if: (i) the payment of principal or interest with respect to the Bonds is guaranteed, directly or indirectly (in whole or in part) by the United States (or any agency or instrumentality thereof), or (ii) five percent (5%) or more of the proceeds of the Bonds are (A) used to make loans the payment of principal or interest with respect to which is to be guaranteed (in whole or in part) by the United States (or any agency of instrumentality thereof) or (B) invested (directly or indirectly) in federally insured deposits or accounts. For purposes of the preceding paragraph, the Bonds are not treated as “federally guaranteed” by reason of any investment of proceeds of the Bonds (i) during the initial three-year temporary period until such proceeds are needed

for the governmental purpose for which the Bonds are being issued, (ii) during the thirteen-month temporary period applicable to bona fide debt service fund investments, (iii) in bonds issued by the United States Treasury, and (iv) in any other investments permitted by the Regulations.

17. Hedge Bonds. For purposes of Section 149(g) of the Code, the District represents and certifies as follows: (i) on the date of issuance of the Refunded Bonds, the District reasonably expected that eighty-five percent (85%) of the spendable proceeds of the Refunded Bonds would be used to carry out the governmental purposes of the Refunded Bonds within the three-year period beginning on the date the Refunded Bonds were issued; and (ii) not more than fifty percent (50%) of the proceeds of the Refunded Bonds were invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

18. Investment of Proceeds. Any investments purchased with the proceeds of the Bonds shall be purchased at Fair Market Value. “Fair Market Value” shall mean a price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s-length transaction.

19. Not Qualified Tax-Exempt Obligations. The District shall not designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

20. No Other Facts. To the best of our knowledge and belief there are no facts or estimates, other than these contained in the underlying documents upon which this certification is based, which would materially change the foregoing expectations.

21. No Notification From IRS. The undersigned have not been notified nor do they have any knowledge to indicate that the District has been listed or is proposed to be listed by the Internal Revenue Service as an issuer whose certifications may not be relied upon.

22. Not Arbitrage Bonds. On the basis of the foregoing, it is not expected that the proceeds of the Bonds shall be used in a manner that would cause the Bonds to be arbitrage bonds under Sections 103 and 148 of the Code, and the rules and regulations promulgated under those sections, including Sections 1.148-1 through 1.148-10 of the Regulations.

23. Post-Issuance Compliance. The District has adopted written procedures to (a) ensure that all nonqualified bonds of this issue are remediated according to the requirements of the Code, and (b) monitor the requirements of Section 148 of the Code.

24. Establishment of Issue Price. The provisions of Section 1.148-1(f)(3)(i) of the Regulations, which defines “competitive sale” for purposes of establishing the issue price of the Bonds, applies to the initial sale of the Bonds because (i) the District disseminated the terms of proposal prepared for the Bonds (the “Terms of Proposal”) to potential underwriters in a manner that was reasonably designed to reach potential underwriters; (ii) all bidders had an equal opportunity to bid; (iii) the District received proposals from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the District awarded the sale of the Bonds to the bidder who submitted a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the Terms of Proposal. Accordingly, the District elects to treat the reasonably expected initial offering price to the public as of the sale date January 6, 2025) as the issue price of the Bonds, as set forth in the certification provided by the winning bidder and in accordance with Section 1.148-1(f)(2)(iii) of the Regulations.

IN WITNESS WHEREOF, the undersigned officers have executed this Tax Certificate as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

Board Chair

Clerk

Tax Certificate
Independent School District No. 94 (Cloquet Public Schools)
Carlton and St. Louis Counties, Minnesota
General Obligation School Building Refunding Bonds, Series 2025A

\$34,915,000
INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS)
CARLTON AND ST. LOUIS COUNTIES, MINNESOTA
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS
SERIES 2025A

CERTIFICATE OF RECEIPT AND DELIVERY

January 30, 2025

I, the undersigned Treasurer of Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the "District"), hereby certify that as of the date hereof, I have received from BOK Financial Securities, Inc., the purchaser (the "Purchaser") of the above-referenced obligations (the "Bonds"), the purchase price of the Bonds computed as follows:

Principal Amount	\$34,915,000.00
Reoffering Premium	<u>3,592,037.70</u>
Total	<u>\$38,507,037.70</u>

The Bonds are dated January 30, 2025 and accrue interest from such date. At the direction of the Purchaser, the Bonds have been registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and delivered to DTC. Interest on the Bonds is payable semiannually on February 1 and August 1, commencing August 1, 2025.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate of Receipt and Delivery as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

Treasurer

Certificate of Receipt and Delivery
Independent School District No. 94 (Cloquet Public Schools)
Carlton and St. Louis Counties, Minnesota
General Obligation School Building Refunding Bonds, Series 2025A

\$34,915,000
INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS)
CARLTON AND ST. LOUIS COUNTIES, MINNESOTA
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS
SERIES 2025A

CONTINUING DISCLOSURE CERTIFICATE

January 30, 2025

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota (the “District”), in connection with the issuance of its General Obligation School Building Refunding Bonds, Series 2025A (the “Bonds”), in the original aggregate principal amount of \$34,915,000. The Bonds are being issued pursuant to a resolution adopted by the School Board of the District (the “Resolution”). The Bonds are being delivered to BOK Financial Securities, Inc. (the “Purchaser”), on the date hereof. Pursuant to the Resolution, the District has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders (as defined herein) of the Bonds in order to provide for the public availability of such information and assist the Participating Underwriter(s) (as defined herein) in complying with the Rule (as defined herein). This Disclosure Certificate, together with the Resolution, constitutes the written agreement or contract for the benefit of the Holders of the Bonds that is required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any annual report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Audited Financial Statements” means annual financial statements of the District, prepared in accordance with GAAP as prescribed by GASB.

“Bonds” means the General Obligation School Building Refunding Bonds, Series 2025A, issued by the District in the original aggregate principal amount of \$34,915,000.

“Disclosure Certificate” means this Continuing Disclosure Certificate.

“District” means Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis Counties, Minnesota, which is the obligated person with respect to the Bonds.

“EMMA” means the Electronic Municipal Market Access system operated by the MSRB and designated as a nationally-recognized municipal securities information repository and the exclusive portal for complying with the continuing disclosure requirements of the Rule.

“Final Official Statement” means the Final Official Statement, dated January 6, 2025, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a Financial Obligation as described in clause (a) or (b). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the fiscal year of the District.

“GAAP” means generally accepted accounting principles for governmental units as prescribed by GASB.

“GASB” means the Governmental Accounting Standards Board.

“Holder” means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

“Material Event” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board located at 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Purchaser” means BOK Financial Securities, Inc.

“Repository” means EMMA, or any successor thereto designated by the SEC.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means Securities and Exchange Commission, and any successor thereto.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The District shall provide to the Repository not later than twelve (12) months after the end of the Fiscal Year commencing with the year that ends June 30, 2025, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate, provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report.

(b) If the District is unable or fails to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a notice of that fact to the Repository and the MSRB.

(c) The District shall determine each year prior to the date for providing the Annual Report the name and address of each Repository.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following sections of the Final Official Statement:

1. Current Property Valuations
2. Direct Debt
3. Tax Levies and Collections
4. Student Body
5. Employment/Unemployment Data

In addition to the items listed above, the Annual Report shall include the most recent Audited Financial Statements submitted in accordance with Section 3 of this Disclosure Certificate.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must also be available from the MSRB. The District shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notice of the occurrence of any of the following events ("Material Events") with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) The District shall file a notice of such occurrence with the Repository or with the MSRB within ten (10) business days of the occurrence of the Material Event.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the District shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the District's information.

Section 6. EMMA. The SEC has designated EMMA as a nationally-recognized municipal securities information repository and the exclusive portal for complying with the continuing disclosure requirements of the Rule. Until the EMMA system is amended or altered by the MSRB and the SEC, the District shall make all filings required under this Disclosure Certificate solely with EMMA.

Section 7. Termination of Reporting Obligation. The District's obligations under the Resolution and this Disclosure Certificate shall terminate upon the redemption in full of all Bonds or payment in full of all Bonds.

Section 8. Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally-recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause a violation of the Rule. The provisions of the Resolution requiring continuing disclosure pursuant to the Rule and this Disclosure Certificate, or any provision hereof, shall be null and void in the event that the District delivers to the Repository an opinion of nationally-recognized bond counsel to the effect that those portions of the Rule which impose the continuing disclosure requirements of the Resolution and the execution and delivery of this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Bonds. The provisions of the Resolution requiring continuing disclosure pursuant to the Rule and this Disclosure Certificate may be amended without the consent of the Holders of the Bonds, but only upon the delivery by the District to the Repository of the proposed amendment and an opinion of nationally-recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect compliance with the Rule.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Participating Underwriters, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, we have executed this Disclosure Certificate in our official capacities effective as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

Board Chair

Clerk

Continuing Disclosure Certificate
Independent School District No. 94 (Cloquet Public Schools)
Carlton and St. Louis Counties, Minnesota
General Obligation School Building Refunding Bonds, Series 2025A

FACSIMILE SIGNATURE
REQUEST SHEET

**ISSUER: Independent School District No. 94 (Cloquet Public Schools), Carlton and St. Louis
Counties, Minnesota**

**\$34,915,000 General Obligation School Building Refunding Bonds, Series 2025A
Dated January 30, 2025**

[PLEASE SIGN IN BLACK INK]

**INDEPENDENT SCHOOL DISTRICT NO. 94
(CLOQUET PUBLIC SCHOOLS), CARLTON AND
ST. LOUIS COUNTIES, MINNESOTA**

Board Chair

Clerk

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <u>Independent School District No. 94 (Cloquet Public Schools)</u>		2 Issuer's employer identification number (EIN) <u>41-6000450</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<u>302 - 14th Street</u>		<u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Cloquet, MN 55720</u>		7 Date of issue <u>01/30/2025</u>	
8 Name of issue <u>General Obligation School Building Refunding Bonds, Series 2025A</u>		9 CUSIP number <u>189036 RV0</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Candace Nelis, Business Manager</u>		10b Telephone number of officer or other employee shown on 10a <u>(218) 879-6721</u>	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	38,507,038
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>02/01/2036</u>	<u>\$ 38,507,038</u>	<u>\$ 34,915,000</u>	<u>6.553</u> years	<u>3.0219</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	38,507,038
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	270,425
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	38,235,430
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	38,505,855
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,183

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	<u>6.436</u> years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	<u></u> years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	<u>03/06/2025</u>
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		<u>06/11/2015</u>

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ 01/30/2025 ▶ Candace Nelis, Business Manager
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Peter Martin				P02366231
	Firm's name ▶ Kennedy & Graven, Chartered	Firm's EIN ▶ 41-1225694		Firm's address ▶ 50 South Fifth Street, Suite 700, Minneapolis, Minnesota 55402-1299	
	Firm's address ▶ 50 South Fifth Street, Suite 700, Minneapolis, Minnesota 55402-1299		Phone no. 612-337-9300		

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

The following resolution was moved by _____ and seconded by _____:

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Cloquet Schools ISD 94, gratefully accepts the following donation from the Minneapolis Foundation for Indigenous books for Washington Elementary’s library in the amount of \$2000.00.

	YEA	NAY	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):

From: [Robbi Mondati](#)
To: [Mary Marciniak](#)
Subject: FW: 2024 Mini Grants for MN K-12 Educators
Date: Friday, December 20, 2024 9:33:12 AM

Robbi Mondati

Principal
Washington Elementary School
801 12th Street
Cloquet, MN 55720
218-879-3369

From: donotreply@mplsfoundation.org <donotreply@mplsfoundation.org>
Sent: Thursday, December 19, 2024 2:19 PM
To: Robbi Mondati <rmondati@isd94.org>
Cc: grantagreement@mplsfoundation.org
Subject: 2024 Mini Grants for MN K-12 Educators

You don't often get email from donotreply@mplsfoundation.org. [Learn why this is important](#)

Dear Robbi Mondati,

Thank you for applying for a K-12 Mini-Grants for MN Educators grant from the Minneapolis Foundation and Shakopee Mdewakanton Sioux Community. Your application has been approved for a grant of \$2,000.00 for Books for Washington - 570153! We will email a grant agreement letter with more details to you via Adobe Sign.

Please contact Josh Johnson, Program Officer, at jjohnson2@mplsfoundation.org if you have any questions about the grant award.

For more information on specific curriculum suggestions, please visit [A Guide to Reliable Native American-Related Teaching Resources](#). This guide provides teachers, curriculum developers, students, and others with a compilation of the most essential information about Native people and tribal governments in the state. If you have any questions or would like to discuss resources, please contact Odia Wood-Krueger at odiawoodkrueger@gmail.com

Sincerely,

The Minneapolis Foundation

|

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

January 6, 2025

RESOLVED by _____

RESOLUTION DIRECTING THE ADMINISTRATION
TO MAKE RECOMMENDATIONS FOR REDUCTIONS
IN PROGRAMS AND POSITIONS AND REASONS THEREFORE

BE IT RESOLVED, by the School Board of Independent School District No. 94, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of positions should budget restrictions, enrollments in classes, or programs deem it necessary.

Motion for the adoption of the foregoing resolution was duly seconded by member _____ and it was declared adopted on the following vote:

	YEA	NAY	
DAVE BATTAGLIA			PASSED: January 6, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):



Washington News

January 2025

News and Notes.....

- * Happy New Year!!
- * 1/6–1/17 – Benchmark Testing (see next page for more details)
- * 1/13 – January Birthday Lunch
- * 1/14 – PIE Meeting @ 6:30 pm in the Washington Media Center
- * 1/17 – Spirit Day (kids’ choice–tbd)
- * 1/20 – No School for Students (Professional Day for Staff)
- * 1/24 Kids Heart Challenge kick-off in PE
- 1/27 – No School for Students (Professional Day for Staff)
- * 2/14 – Kids Heart Challenge event during PE classes



1st Grade Music Program! Thanks, Mrs. Holte!!



Mrs. Lundquist is heading up the new **Unified Program** at Washington, and has obtained grants to promote disability awareness. Here are some pictures from a Unified field trip!



PBIS in The New Year...

January’s character education theme is **Trustworthiness**. We will be talking with students about what it takes to be trustworthy and we appreciate your reinforcement of this trait at home too! What does it mean to be trustworthy? Someone shows they are trustworthy if they are honest and truthful, and if you can rely on them to keep their word; they are dependable and can be trusted. Along with trustworthiness, we will be learning another of the seven Anishinaabe Teachings, which is **Honesty**.

Students can look forward to cultural lessons this month with Ms. Paitrick, and she will be focusing on storytelling.

Lastly, students at Washington will launch into the New Year with Code of Conduct review meetings hosted by Mrs. Mondati & Ms. Midas, as well as the Student Advisory Team members over the next few weeks. It is a great way to reflect and set goals for 2025!!!

Reminders:

- * Playground supervision is not available until 7:45AM. Please, **DO NOT drop your child off on the playground before 7:45AM!**
- * In the event that we have morning recess indoors (due to weather) students are permitted to enter the building through Doors 1, 3 or 7 (for bussers) at 7:45AM. Once inside students may either go to breakfast or to inside recess. Grades 1-4 go to the gym; kindergarten students to the library. Again, please do not drop your child/children off before 7:45AM!
- * Please label your child’s belongings so they do not become lost & found casualties!
- * Remember that you can call in your child’s absence 24/7 at our main office number, 218-879-3369. If you do not notify the school, your child’s absence will be unexcused.
- * If you have a change in the end of the day plan for your child, please let the office know **as soon as possible**. Any last-minute calls create confusion, and our goal is to keep all students safe and accounted for.
- * If your family is in need of support, for school related needs or otherwise, please contact our school social worker, Misha Alaspa, to get connected or referred as needed. malaspa@isd94.org or 879-3369 x5014

Happy New Year!



Who to Contact...

If you have a question or concern, please contact your student's teacher directly, and then any support staff (Special Education, American Indian Education, Counselor, Social Worker, or Title 1 teacher). If you still need assistance after having communicated directly with the teacher and support staff, then contact the building principal. If you need more contact information, check out the district webpage: click menu—and under the Parents section, click “Who Do I Contact?” Please do begin with your child's teacher directly. We truly strive toward good communication to best meet the needs of our students. Thank you!

Snow/Cold Days Off & E-learning

- We are able to have 2 snow/cold days off without having to make them up in June. So far we have had a mild beginning of winter!
- If we have more than two weather closure days, we kick into “E-learning” days, which allow students to get credit for school on those days and, therefore, they will not be required to make up days in the summer. If we exceed 5 e-learning days, we will be required to make up time.
- Grade level specific e-learning plans are available on our Washington webpage under the Student Resources; click “E-Learning Choice Boards” or at <https://www.isd94.org/o/we/page/e-learning-choice-boards>
- Teachers will be available by email and phone on E-Learning days. Kindergarten—3rd grade teachers also use Seesaw, and 4th grade teachers use Schoology platforms.



Mr. Haynes has fun art ideas!



Mrs. Jordan's Kindergarten class



Therapy Dog Cinder enjoying fellow reindeer!

Thanks to Washington PIE For fully funding our December All-School Movie Day at Premiere Theatres!!

Benchmark Testing

Three times a year (fall, winter, spring), our testing team administers benchmark tests to all students in an effort to monitor student progress and help identify students who may benefit from academic intervention services. The mid-year benchmark testing window is Jan. 6th - 17th. Depending on the test and grade, the students will take these tests either in a 1:1 setting, small group, or in their classroom. If your child qualifies for academic intervention, you will be notified by the classroom teacher mid-January. These scores will also be reviewed during conferences in February.

Enrollment of Nonresident Students:

The Cloquet School District would like families to know that the application deadline for nonresident students to enroll in the Cloquet School District for the 2025-2026 school year is January 15, 2025. Applications received after that date will only be considered if there are openings, otherwise they will be put on a waiting list.

More information about the open enrollment process and approval guidelines and procedures can be found on the district's website at www.isd94.org or by calling 218-879-6721.

The Kids Heart Challenge Kick-Off is Friday, January 24. We are celebrating our 27th anniversary of participating in this event. Washington has been one of the top 5 fundraising schools in the state of Minnesota for the past several years. We are very proud of how supportive our students and families are with helping kids who are born with sick hearts. We will be jump-roping on Friday, February 14th in physical education classes. Be on the lookout for Kids Heart Challenge materials coming home on Friday, January 24th in a couple weeks!

