



Cloquet Public Schools Regular Meeting

Monday, February 10, 2025 at 6:15 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Comprehensive Achievement and Civic Readiness (CACR) and Achievement & Integration Presentations

6:15 pm Regular Meeting

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2. Consider Approving a Contract with MN State on Behalf of Southwest MN State University and Cloquet Schools To Provide Student Teaching Opportunities	67

3. Consider Approving the Donation of Six (6) Wheelchair Quilts for MS/HS and AWD Students

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XIV. Superintendent's Report

1. Budget Subcommittee Meeting
2. Mid-Year Evaluation of Superintendent Date
3. Permission to Post for Existing Positions

XV. For Your Information

1. Washington Elementary February Newsletter

75

XVI. Consider Moving to Closed Session: Discuss Allegations Against an Employee

XVII. Upcoming Meetings/Events

1. Tuesday, February 11, 2025 - DAC Meeting - 4 p.m. - Boardroom
2. Tuesday, February 18, 2025 - Community Education Advisory Committee Meeting - 5:30 p.m. - CE Conf. Room
3. Monday February 24, 2025 - School Board Meeting - Boardroom
5:30 p.m. Working Session
6:00 p.m. Regular Meeting
4. Wednesday, February 26, 2025 - Equity Committee Meeting - 4 p.m. - Washington Elem.

XVIII. Adjournment

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

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

February 10, 2025

RESOLVED by _____

That the following persons be elected Officers of the School Board of Independent School District No. 94, effective February 10, 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:

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:

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:

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 10, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
NATE SANDMAN			



CLOQUET SCHOOL DISTRICT
2024-2025 SCHOOL BOARD “ADOPTED” SCHOOLS
(FOR REMAINDER OF 24-25 SY)

As of October 1, 2024

Churchill Elementary School

Melissa Juntunen

Garfield School

Gary Huard

Middle School

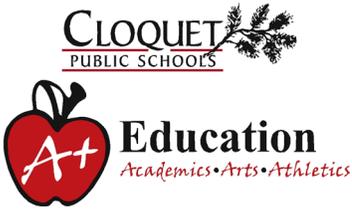
Dave Battaglia

Washington Elementary School

open

Senior High School

Nate Sandman and open



CLOQUET SCHOOL DISTRICT SCHOOL BOARD COMMITTEES 2024-2025

(FOR REMAINDER OF 24-25 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** _____
LeAnn Butler
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:** _____
Nichole Diver
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 Secretaries

Dave Battaglia, Gary Huard, Ken Scarbrough

- **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)

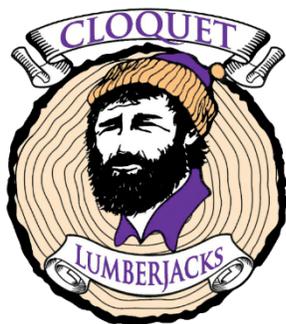
Gary Huard, Melissa Juntunen, Ken Scarbrough

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

Ken Scarbrough

- ❖ **Transportation Ad Hoc Committee:**

Gary Huard, Melissa Juntunen (As needed)



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1. Monday, January 27, 2025, School Board Meeting Minutes

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1. Building and Department Reports

IX. Claims

1. Claims, January 31, 2025

X. Consent Items

1. Recommendations for Employment

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2. Extra Service Contracts

- a. 2024-2025 Spring Contracts
- b. 2024-2025 Spring Activity Funded Contracts

3. Permission to Post

- a. 6.5 hrs./day Long Term Substitute Paraprofessional at Washington Elementary

XI. School Board Committee Report

1. Student Enrollment Report as of February 5, 2025

XII. Agenda Addendums

XIII. New Business

1. Consider Approving the Revised 2025-2027 Cloquet Information Technology Support Association
2. Consider Approving a Contract with MN State on Behalf of Southwest MN State University and Cloquet Schools To Provide Student Teaching Opportunities
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January 27, 2025

The Committee of the Whole Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on January 27, 2025, was called to order by Acting Board Chair D. Battaglia at 4:39 p.m.

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

- Dave Battaglia
- Nichole Diver (via remote)
- Gary Huard
- Melissa Juntunen

APPROVAL OF BOARD AGENDA

- RESOLVED by G. Huard to approve January 27, 2025, Committee of the Whole agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by individual roll call yea vote of all members present on roll call.

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- Wendy Waha, Equity Committee Chair
- Teresa Angell, Director of American Indian Education
- Phil Beadle, AIE Teacher at Churchill
- Jenny Rackliffe, 5th Grade Teacher at CMS
- Robbi Mondati, Washington Principal
- Shannon Sams, Counselor at CHS
- Nicole Vegar, MnMTSS Coordinator

LeAnn Butler arrived at 4:41 p.m.

Wendy Waha gave a presentation on how the draft land acknowledgement was created and showed video sources as examples. The board was asked to give input on the draft. LeAnn Butler serves as the board representative to the committee and will take future input back to the committee.

ADJOURNMENT

There being nothing further to discuss, Acting Board Chair D. Battaglia adjourned the meeting at 5:27 p.m.

January 27, 2025

Acting Board Chair, D. Battaglia called the working session to order at 5:30 p.m.

Topics discussed:

Dr. Cary thanked the 3 retirees on the agenda for their years of service, David Wangen, Mary Borden and Heather Johnson. He reviewed the agenda including 2025-26 school calendar, 2 year extension to the Cloquet Transit contract, IT support contract, Title IX policy update and donation resolution. He also reviewed the process for calling a motion. There being nothing further to discuss, Acting Board Chair, D. Battaglia adjourned the meeting at 5:54 p.m.

January 27, 2025

The Regular Meetings of the School Board of Independent School District No. 94, in the City of Cloquet on January 27, 2025, was called to order by Acting Board Chair D. Battaglia at 6:00 p.m.

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

- Dave Battaglia
- LeAnn Butler
- Nichole Diver (via remote)
- Gary Huard
- Melissa Juntunen

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
- Teresa Angell, Director of American Indian Education
- Emilie Mattinen, Student Board Representative
- Johanna Bernu, Senior Class President
- Jana Peterson, Pine Knot Newspaper Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.

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

NEW BUSINESS

- RESOLVED by L. Butler to approve the 2025-2026 school calendar, as presented. D. Battaglia seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.
- RESOLVED by M. Juntunen to approve the request to negotiate a contract extension with Cloquet Transit, as presented. N. Diver seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the 2025-2027 Cloquet Information Technology Support Association contract, as presented. L. Butler seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the annual updates to policy 107 Policies and Procedures Regarding Students Residing on Indian Lands and waive 2nd and 3rd readings, as presented. M. Juntunen seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.
- RESOLVED by L. Butler to approve the reverting back to old policy #522 Title IX and waive 2nd and 3rd readings, as presented. M. Juntunen seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve the resolution accepting donations of winter apparel and personal care items from The Title Team for Washington Elementary, as presented. L. Butler seconded the motion and the resolution was approved by unanimous individual roll call yea vote of all members present on roll call.

SUPERINTENDENT REPORT

- Dr. Cary reviewed the process of how the district receives impact aid from the federal government.

FOR YOUR INFORMATION

- 2023-2024 Fond du Lac Tribal and Community College in the School Summary
- Squires Waldspurger & Mace, P.A. Legal Rate Increases

UPCOMING MEETINGS/EVENTS

- February 3-7, 2025 - School Counselor Appreciation Week
- Monday, February 10, 2025 - Technology Committee Meeting - 4 p.m.- Cloquet Middle School
- Monday, February 10, 2025 - School Board Meeting, Boardroom - 5:30 p.m. Working Session / 6:00 p.m. Regular Meeting
- Tuesday, February 11, 2025 - DAC Meeting - 4 p.m. - Boardroom

ADJOURNMENT

There being nothing further to discuss, Acting Board Chair D. Battaglia adjourned the meeting at 6:21 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Department Reports

Churchill Elementary:

The Loon Opera visited Churchill on Tuesday, February 4th. Interested 3rd and 4th grade students from Churchill were able to participate in the school performance.

MDE Sarah Kleve and Gina Gole met with Churchill staff for a data review on Thursday, February 6th. All grade levels, SPED, and intervention teachers had scheduled time together to review student data. Churchill students will participate in February I love to Read month activities beginning the week of February 10th. Trimester family conference links will be sent out soon as we plan for end of the month conferences. The Churchill student Heart Challenge takes place in the physical education classrooms on Friday, February 14th. The district Family Literacy Night is being held at FDLTCC on Tuesday, February 14.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

Updates from Washington:

-2nd graders were able to expand their learning at the Great Lakes Aquarium last Friday. All reports were that it was a great field trip!

-February is "I love to read" month and fun reading-focused activities and events are planned throughout the entire month. Highlights include Book Talks, Mystery Readers, Student Advisory Team book buddies, dress up days, and some other fun plans in the works too!

-Conferences are at the end of the month. Online sign-ups are live, and we look forward to engaging with families on the progress their children are making!

-On Friday, February 14th we will be jumping like crazy for the American Heart Association's *Kid's Heart Challenge*. Every year our students and community AMAZE us with how much money they raise for the American Heart Association! Stay tuned for details on how the 2025 event keeps the tradition alive!

Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

Congratulations to our Cloquet Middle School Spelling Bee Champions!

Ava Anderson (8th) & Avery Elias (5th) won in the school contest on January 17. Wish them luck at the Regional Spelling Bee on February 11!





Here are those who made it to the championship! Kensley Alfaro, Wraylin Benjamin-Hall, Edda Pawielski, Sophia Angell, Keira Ammesmake, Averyin Sohm-Skow, Elin Anderson, Olivia Hodge, Micheal Etongue-Mayer, Damien Brown, Milo Roberts, Maeike Rosebrock, Audrina Schwartz.

8th-grade Registration:

The current 8th-grade students went to CHS to register for their classes for next year on 1/23/24. This allowed them to tour the building, hear about class options, and start making selections. There was also a parent meeting on January 22 to inform families about what to expect for next year.

Unified Basketball:

The Cloquet Unified Basketball Team competed against Bemidji High School at halftime of the UMD men’s and women’s basketball games on Friday, January 17, 2025!



Cloquet High School:

- Second Semester has started.
- Our One Act play performed well and finished in a tie for first place in the section.
- Girls hockey playoffs and skiing playoffs are under way and the rest of our winter sports will be entering the playoffs over the next month.
- Our 9th and 11th grade students took the Minnesota Student Survey this week.
- This week our 9th-11th grade students are registering for classes for next year.
- We hosted our first Ojibwe Quiz Bowl in our auditorium two weeks ago.
- We have parent/teacher conferences coming up on 2/18.

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

The challenges that many of our CAAEP students face outside of school are unbelievable, in many cases. As I learn about their lives, my respect and admiration for them grows, and my belief that within them, they have the ability to be tremendous leaders. There are few true leaders who have gotten there without practicing overcoming adversity, which builds strength, compassion, and a fierce desire to do better for others as should have been done for them.

Our focus here at CAAEP will continue to lean thematically on building resilience and leadership skills in our striving youth. We know that the culture and climate of CAAEP must stand out as an altogether different school experience than what our students have had before, and that is how we keep them coming back and help them grow into the young determined leaders they were born to be. I am so proud to know them and to have the opportunity to work with them.

We are off to a strong quarter three start with 95 students enrolled in our program. We have several extended day high school opportunities planned in the near future including ice fishing and a “back stage” tour of the aquariums at the Mall of America.

Thanks, as always, for your support of our program and students!

Submitted by Dr. Marcia Nelson, CAAEP Principal

Community Education

Early Childhood/School Readiness

We are having a Dinosaur Family Night on Tuesday, February 11 at 5:30 pm. There will be special dinosaur themed games & activities making it a fun family night! We have a few spots left to enroll in this activity!

Our February Early Childhood screening is taking place February 18 - 20. Ideally, children should come in for screening between 3 ½ years to 4 years old. There are still plenty of appointments available.

The next Me & My Guy class is slated for February 24 and March 3 from 5:30 - 7 pm. The theme for this session is “Animals in the Winter”. Spots are still available.

Submitted by Erin Bates, Community Education Director

Business Department:

Candace Nelis, Business Manager, will be attending in person

American Indian Education Department:

Teresa Angell, American Indian Education Director, will be attending in person

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	\$58,908.31
03	Transportation	\$71,521.47
04	Community Services	\$6,063.84
05	Capital Expenditure	\$33,283.07
12	Activities	\$11,918.94
Report Total		\$181,695.63

Cloquet Public Schools Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 1/31/2025-1/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		106277	26156	Check	1	11177		AAKRE CARTER	Yes	No	No	01/31/2025	68.00
		106266	26157	Check	1	00283		ACCT INC	Yes	No	No	01/31/2025	1,284.03
		106333	26158	Check	1	8486		BATTAGLIA, SCOTT M	Yes	No	No	01/31/2025	250.00
		106269	26159	Check	1	10294		BENSON ELECTRIC COMPANY	Yes	No	No	01/31/2025	1,735.88
		106274	26160	Check	1	10877		BILDEN JOLI	Yes	No	No	01/31/2025	38.75
		106331	26161	Check	1	8152		BIONDICH, NICHOLAS DANIEL	Yes	No	No	01/31/2025	109.00
		106305	26162	Check	1	3021		CLOQUET ED FOUNDATION	Yes	No	No	01/31/2025	125.00
		106275	26163	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	01/31/2025	68,895.05
		106295	26164	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	01/31/2025	472.00
		106339	26165	Check	1	9578		CONSTELLATION NEWENERGY -GA	Yes	No	No	01/31/2025	23,542.32
		106297	26166	Check	1	14301		DEMCO INC	Yes	No	No	01/31/2025	106.92
		106273	26167	Check	1	10874		DINEEN KELLIE	Yes	No	No	01/31/2025	131.00
		106346	26168	Check	1	9910		ELY NORDIC WOLVES SKI TEAM	Yes	No	No	01/31/2025	382.50
		106280	26169	Check	1	11380		ERICKSON JACOB	Yes	No	No	01/31/2025	112.00
		106293	26170	Check	1	11450		ERICKSON RICHARD	Yes	No	No	01/31/2025	1,330.00
		106335	26171	Check	1	9062		ERICKSON, MATTHEW	Yes	No	No	01/31/2025	315.00
		106298	26172	Check	1	1694		ESSE, CHRISTINE	Yes	No	No	01/31/2025	47.09
		106283	26173	Check	1	11403		FENWORKS INC	Yes	No	No	01/31/2025	1,600.00
		106288	26174	Check	1	11445		FLOM JOSEPH	Yes	No	No	01/31/2025	68.00
		106309	26175	Check	1	3316		FOLLETT CONTENT SOLUTIONS LLC	Yes	No	No	01/31/2025	417.24
		106285	26176	Check	1	11417		FOSTER MIKE	Yes	No	No	01/31/2025	336.88
		106329	26177	Check	1	8095		GILBERTSON, KYLE	Yes	No	No	01/31/2025	105.00
		106314	26178	Check	1	4250		GRAINGER	Yes	No	No	01/31/2025	276.10
		106296	26179	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS	Yes	No	No	01/31/2025	2,965.05
		106284	26180	Check	1	11413		HABERMANN CHARLES	Yes	No	No	01/31/2025	105.00
		106343	26181	Check	1	9837		HANSON KAYLEN	Yes	No	No	01/31/2025	109.00
		106320	26182	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	01/31/2025	9,583.98
		106321	26183	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	01/31/2025	2,022.83
		106268	26184	Check	1	10219		HOUSER SHAWN	Yes	No	No	01/31/2025	120.00
		106336	26185	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	01/31/2025	245.49
		106302	26186	Check	1	2526		ISD #0094 - VAN	Yes	No	No	01/31/2025	397.90
		106270	26187	Check	1	10308		JUNCTION TIRE	Yes	No	No	01/31/2025	209.09
		106328	26188	Check	1	8075		KERMEND, CALLISTA	Yes	No	No	01/31/2025	629.39
		106332	26189	Check	1	8324		KUBIS, BRENT	Yes	No	No	01/31/2025	90.00
		106304	26190	Check	1	29600		L & M SUPPLY	Yes	No	No	01/31/2025	34.23
		106306	26191	Check	1	30365		LCS COACHES INC	Yes	No	No	01/31/2025	2,417.33
		106330	26192	Check	1	8117		LIEBAERT, ANDREW	Yes	No	No	01/31/2025	109.00
		106299	26193	Check	1	1938		LINDSTROM, JEFF	Yes	No	No	01/31/2025	36.85
		106310	26194	Check	1	34186		MENARDS	Yes	No	No	01/31/2025	304.44

Cloquet Public Schools Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 1/31/2025-1/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		106294	26195	Check	1	11451		MESABI EAST ARCHERY	Yes	No	No	01/31/2025	200.00
		106272	26196	Check	1	10765		MINERS INCORPORATED	Yes	No	No	01/31/2025	8,885.69
		106301	26197	Check	1	2431		MN UI FUND	Yes	No	No	01/31/2025	1,177.98
		106291	26198	Check	1	11448		MOORHEAD KAYLA	Yes	No	No	01/31/2025	17.00
		106289	26199	Check	1	11446		MUNDT RHETT	Yes	No	No	01/31/2025	68.00
		106322	26200	Check	1	6299		NELSON, BETH	Yes	No	No	01/31/2025	116.20
		106311	26201	Check	1	40801		NORTHEAST SERVICE COOP	Yes	No	No	01/31/2025	2,280.00
		106292	26202	Check	1	11449		NORTHERN OUTDOORS CLUB	Yes	No	No	01/31/2025	130.00
		106307	26203	Check	1	3134		NORTHEY SHAWN	Yes	No	No	01/31/2025	105.00
		106312	26204	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	01/31/2025	36.84
		106313	26205	Check	1	41104		NORTHLAND FIRE AND SAFETY	Yes	No	No	01/31/2025	454.00
		106271	26206	Check	1	10456		NOVAK JANICE	Yes	No	No	01/31/2025	20.00
		106308	26207	Check	1	3249		PACK & MAIL STATION	Yes	No	No	01/31/2025	42.82
		106286	26208	Check	1	11432		PARENT BLAIR	Yes	No	No	01/31/2025	90.00
		106300	26209	Check	1	2037		PINE KNOT, LLC	Yes	No	No	01/31/2025	1,380.00
		106267	26210	Check	1	10218		PORTER JORDAN	Yes	No	No	01/31/2025	105.00
		106276	26211	Check	1	11121		RADZAK MATTHEW	Yes	No	No	01/31/2025	90.00
		106323	26212	Check	1	6703		RAYMOND GEDDES CO INC	Yes	No	No	01/31/2025	161.28
		106342	26213	Check	1	9816		REGION 7A	Yes	No	No	01/31/2025	200.00
		106340	26214	Check	1	9698		RYDIN	Yes	No	No	01/31/2025	608.00
		106338	26215	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	01/31/2025	227.69
		106316	26216	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	01/31/2025	341.99
		106315	26217	Check	1	4290		SPIRIT MOUNTAIN	Yes	No	No	01/31/2025	965.00
		106334	26218	Check	1	8631		SQUIRES, WALDSPURGER & MACE	Yes	No	No	01/31/2025	1,148.13
		106344	26219	Check	1	9888		STANCHFIELD DOMINIC	Yes	No	No	01/31/2025	120.00
		106325	26220	Check	1	7941		STAPLES BUSINESS CREDIT	Yes	No	No	01/31/2025	83.57
		106318	26221	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	01/31/2025	1,001.22
		106281	26222	Check	1	11390		TAYLOR PEYTON	Yes	No	No	01/31/2025	191.00
		106303	26223	Check	1	27353		THE JAMAR COMPANY	Yes	No	No	01/31/2025	1,687.48
		106317	26224	Check	1	4910		THE LIBRARY STORE	Yes	No	No	01/31/2025	593.32
		106282	26225	Check	1	11400		THUNDER JONATHAN	Yes	No	No	01/31/2025	8,000.00
		106287	26226	Check	1	11436		TROUTWINE ALEC	Yes	No	No	01/31/2025	112.00
		106326	26227	Check	1	7990		UECKER, JEREMY	Yes	No	No	01/31/2025	105.00
		106337	26228	Check	1	9268		UHL COMPANY INC	Yes	No	No	01/31/2025	27,193.20
		106290	26229	Check	1	11447		UMLOFF JOSEPH	Yes	No	No	01/31/2025	253.80
		106319	26230	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	01/31/2025	1,039.03
		106341	26231	Check	1	9768		VAN LOON SAMUEL	Yes	No	No	01/31/2025	191.00
		106279	26232	Check	1	11361		VESTIS	Yes	No	No	01/31/2025	177.90
		106324	26233	Check	1	7042		WATSON COMPANY	Yes	No	No	01/31/2025	236.15

Cloquet Public Schools Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 1/31/2025-1/31/2025 Period: 0-99999999

Batch	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Pmt/Void Date	Amount
2		106278	26234	Check	1	11191		WEBER BLAYNE	Yes	No	No	01/31/2025	68.00
		106327	26235	Check	1	8044		ZBACNIK, THOMAS J	Yes	No	No	01/31/2025	105.00
		106345	26236	Check	1	9904		ZIMNY RYAN	Yes	No	No	01/31/2025	560.00
Bank Total: 2												\$181,695.63	
Report Total:												\$181,695.63	



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Central Administration	302 14th St	218.879.6721
Cloquet Senior High School	1000 18th St	218.879.3393
Cloquet Middle School	2001 Washington Ave	218.879.3328
Churchill Elementary School	515 Granite St	218.879.3308
Washington Elementary School	801 12th St.	218.879.3369
Cloquet Area Alternative Education	302 14th St	218.879.0115
Community Education	2001 Washington Ave	218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: February 5, 2025

RE: **RECOMMENDATION FOR EMPLOYMENT (LTS)**

I am recommending the employment of **Larry Sherk** as a 6.5 hours/day Media Center Paraprofessional for the remainder of the Cloquet High School 2024-2025 school year.

RATE OF PAY: Step 1

TOTAL COST: Per Contract

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

STARTING DATE: March 3, 2025

LENGTH OF CONTRACT: 2024-2025 School year

POSTED: Yes

REASON FOR HIRE: Medical Leave

(Employment is contingent upon Cloquet School Board approval)

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

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
Re: New Coaching Position

Hi Mary,

Please submit the following names/positions for approval at the board meeting:

Head Coach Football: Mike Klyve

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

Thank you,

Paul Riess

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
Re: New Coaching Position

Hi Mary,

Please submit the following names/positions for approval at the board meeting:

Head Coach Girls Swim/Dive- Jeff Kalm

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

Thank you,

Paul Riess

To: Superintendent Cary and ISD #94 School Board Members
 From: Paul Riess, Activities Director
 Date: January 27th, 2025
 Re: 2024-2025 Spring Extra Service Contracts

Please approve the extra service contracts for the spring season

SPORT	POSITION	NAME	DATES	AMOUNT
Baseball				
ok	Head Coach	Tyler Olin	3/17/25-6/14/25	\$5,869
These positions	Assistant	Justin Harriman	3/17/25-6/14/25	\$3,068.00
are paid by combining	JV	Joe Backus	3/17/25-6/14/25	\$2,500
the assistant and JV	JV assistant	Joe Baker	3/17/25-6/14/25	\$2,000
position				
Softball				
ok	Head Coach	Tyler Korby	3/10/25-6/6/25	\$5,869
These positions	Assistant Coach	Joel Korby	3/10/25-6/6/25	\$2,522
are paid by combining	JV	Olivia Diver	3/10/25-6/6/25	\$2,522
the assistant and JV	JV assistant	Brian Fleck	3/10/25-6/6/25	\$2,522.00
position				
Track				
ok	Head Coach	Tim Prosen	3/10/25-6/12/25	\$6,564.00
	B/G Assistant	Erik Hansen	3/10/25-6/12/25	\$4,594.00
	B/G Assistant	Michelle Wick	3/10/25-6/12/25	\$4,594.00
	B/G Assistant	Andy Elias	3/10/25-6/12/25	\$4,594.00
	B/G Assistant	Arne Maijala	3/10/25-6/12/25	\$4,594.00
	7/8 Coach	Heather Snestrud	3/31/25-5/23/25	\$2,818.00
	7/8 coach	Emily Fisher	3/31/25-5/23/25	\$2,818.00
Golf Boys/Girls				
ok	Boys Head Coach	Aaron Young	3/17/25-6/11/25	\$4,309.00
	Girls Head Coach	Kenneth Wolleat	3/17/25-6/11/25	\$4,309.00
	Assistant	Kyle Young	3/17/25-6/11/25	\$3,018.00
Boys Tennis				
ok	Head Coach	Tom Proulx	3/24/25-6/6/25	\$4,309.00
	Assistant Coach	Nick Lind	3/24/25-6/6/25	\$2,068.00
Trap Shooting				
ok	Head Coach	Cameron Lindner	3/24/25- 6/20/25	\$2,527.00
3 Act Play				
ok	Director	Corey Hunt	3/3/25-4/27/25	\$3,803.00
	Assistant Director	Megan Gerlovich	3/3/25-4/27/25	\$2,660.00
Lacrosse	Head Coach	23 Luke Mehelich	3/31/25-6/14/25	\$5,869.00
ok	Assistant Coach	Matt Yorston	3/31/25-6/14/25	\$4,107.00



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: February 6, 2025

RE: Permission to Post

I am requesting permission to post for one (1) long-term substitute paraprofessional starting Approximately April 23, 2025 through the end of the 2024-2025 school year (May 30, 2025). This is due to a staff member going on FMLA leave.

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

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	1/22	2/5								
CHURCHILL																			
10	Early Five/Dev Kindergarten	18	19	19	19	19	19	19	19	19	19								
75	Kindergarten - All Day	60	61	61	62	62	63	63	63	62	62								
69	First Grade	69	68	67	67	67	68	68	68	68	68								
73	Second Grade	69	68	68	68	68	67	67	67	67	67								
46	Third Grade	80	81	79	79	79	79	79	79	79	79								
81	Fourth Grade	56	56	56	56	55	55	55	55	55	55								
354	TOTAL CHURCHILL	352	353	350	351	350	351	351	351	350	350	0	0	0	0	0	0	0	0
WASHINGTON																			
93	Kindergarten - All Day	98	96	97	96	97	97	97	96	97	98								
112	First Grade	102	100	102	102	102	102	102	102	102	102								
110	Second Grade	109	108	108	108	108	109	110	109	109	109								
88	Third Grade	107	106	106	106	106	106	106	106	106	107								
105	Fourth Grade	85	84	84	84	84	84	84	84	84	84								
508	TOTAL WASHINGTON	501	494	497	496	497	498	499	497	498	500	0	0	0	0	0	0	0	0
862	TOTAL ELEMENTARY	853	847	847	847	847	849	850	848	848	850	0	0	0	0	0	0	0	0
	Open Enrollment-Elementary																		
MIDDLE SCHOOL																			
183	Fifth Grade	190	190	187	190	188	186	187	187	186	186								
183	Sixth Grade	185	185	184	186	186	183	183	183	182	181								
199	Seventh Grade	185	185	184	184	181	180	178	178	177	177								
194	Eighth Grade	198	196	198	197	195	195	195	196	195	195								
759	TOTAL MIDDLE SCHOOL	758	756	753	757	750	744	743	744	740	739	0	0	0	0	0	0	0	0
	Open Enrollment-CMS																		
HIGH SCHOOL																			
213	Ninth Grade	195	197	193	194	193	191	191	189	190	187								
184	Tenth Grade	212	209	206	205	200	199	198	199	196	196								
183	Eleventh Grade	181	181	183	182	180	180	180	180	176	178								
178	Twelfth Grade	184	185	186	185	185	182	182	181	177	177								
758	TOTAL HIGH SCHOOL	772	772	768	766	758	752	751	749	739	738	0	0	0	0	0	0	0	0
	Open Enrollment-CHS																		
2379	TOTAL HK-12	2383	2375	2368	2370	2355	2345	2344	2341	2327	2327	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	82	85								
8	Junior High (grades 6-8)	4	4	4	4	7	7	7	7	8	10								
90	TOTAL CAAEP-Full-Time	84	86	81	81	87	89	90	86	90	95	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	2417	2422	0	0	0	0	0	0	0	0

*12th grade reflects their last day of school

** NOT included in totals.



Education
Academics • Arts • Athletics

Cloquet Information Technology Support Association Contract

July 1, 202~~5~~3 – June 30,
202~~7~~5

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ARTICLE I RECOGNITION

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

Section 2. Sole Agent: The School Board agrees not to negotiate with any information technology organization other than the Cloquet Information Technology Support Association as the exclusive bargaining agent.

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

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

Section 3. Rights of Members of the Association:

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

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

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

Section 4. Board of Education Rights:

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

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

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

Section 5. Negotiation Procedures:

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

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

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

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

Section 2. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon their written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker’s expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

**ARTICLE III
ASSOCIATION SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14. The Board may place a new hire on any step of the salary schedule based on experience and/or qualifications.

Subd. 1 Steps:

Subpart 1. New Employees: New employees shall normally be paid at the minimum (Step 1) of the salary range for Association members. However, the supervisor, with the approval of the Superintendent, may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications, relevant outside experience, or by lack of available qualified eligible persons at the minimum rate.

Subpart 2. Step Increases: Association members will advance one (1) step on July 1st each year, provided they have successfully completed a year of service.

Subd. 2. Longevity Pay: Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 16th year of service.

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

Subd. 3. Committee Pay: Association members shall receive overtime pay for hours served on district committees when committee meetings are scheduled outside regular work hours.

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

Section 1. 403(b) Employer Matching Plan:

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

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

Subd.3 Match: Employees who are eligible to participate in the District's 403(b) Plan will receive the yearly maximum matching amounts as listed below.

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

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

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

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

Section 2. Medical Insurance: Upon retirement, an employee who is at least 55 years of age and has been employed as a full-time employee (as defined in Article V, Section 1) in Cloquet School District, ISD #94 for at least 10 consecutive years prior to retirement shall be allowed to participate in the district offered medical insurance plan(s) with 100% of the insurance premium paid by the retired employee. This benefit shall be in effect until the employee reaches Medicare age.

Section 3. Eligibility for Post-Retirement Health Care Savings Plan: Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS).

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

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

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2019-2020 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

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

Example of interpreting the above chart:

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

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

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

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

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

Section 1. Full-Time Employees:

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

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

Section 2. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2019, hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

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

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

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

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

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

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

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage, the options shall be as follows:

- a. Two single plans, or
- b. One family plan, or
** If enrolled in a family plan, the family premium paid by the employee shall be \$1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.
- c. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$900 MN PRHCSP contribution.

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

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

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

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2019, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

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

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

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

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

Section 6. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

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

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

*This paragraph will be revised or removed through a memorandum of understanding after the Education MN contract 2025-2026 is settled.

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

**ARTICLE VI
LEAVES OF ABSENCE**

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

Subd.1. Vacation: Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a member employed on March 1 would be allowed four (4) days of vacation on July 1.

Association employees will qualify for vacation as follows:

- a. Ten (10) days of vacation time shall be allowed for 12 months of continuous full-time service.
- b. After five (5) years of continuous service, qualified employees shall receive 15 days of vacation.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation

Association members who were employed with the district on July 1, 2019, shall receive 15 days of vacation per year until such time the years of service dictate a greater amount.

Vacation days must be approved by the District Technology Director. Up to 10 days of unused vacation may be carried over into the next fiscal year.

Vacation requests falling on the Thursday and Friday in October of the Ed. MN Break may not be denied to unit members. In case of emergency, unit members who have requested vacation for these dates will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

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

Section 2. Holidays and Scheduled Leave for Full-Time 52 Week Employees:

Subd 1. Benefits: The following paid holidays shall be granted to full-time 52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year's Day Two (2) days
- President's Day One (1) day
- Good Friday One (1) day
- Memorial Day One (1) day
- Juneteenth One (1) day
- July 3, 4, or 5 Two (2) days
- Labor Day One (1) day
- Thanksgiving Two (2) days
- Christmas Two (2) days
- Total: Thirteen (13) paid holidays₃₇

The dates between the observed Christmas Holiday and the observed New Year's Eve Holiday will be scheduled vacation days for association members. These vacation days will not count against those days accrued under section 1. In case of emergency, unit members will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

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

Section 4. Sick Leave:

- a. For the first five (5) years of employment, members shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any member hired between July 1 and June 30 of a given school year.

Example: Continuing employees will be credited with fifteen (15) days of sick leave on July 1 of each year.

- b. Starting year six (6), members shall be credited with 13 days of sick leave on July 1 of each year.
- c. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed fifteen (15) days.

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

- d. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, grandchildren, foster children, or parent.
- e. As of July 1, 2019, sick leave accumulation will be unlimited.

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

Subd. 1. Sick Leave Incentive: Association members who use three (3) or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

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

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

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

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

ARTICLE VII SUPPLEMENTAL BENEFITS

Section 1. Automobile: The District shall compensate members for business use of member's private vehicle at the federal mileage rate. For members assigned to multiple buildings on different campuses or assigned to float among all district facilities, the member may choose to receive a \$35/month stipend in lieu of cataloging mileage for reimbursement.

Section 2. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

Section 3. Cell Phone: Members will receive a \$30/month stipend for work related use of a personal cell phone. In the event the district provides a work cell phone to a member, the monthly stipend will discontinue.

ARTICLE VIII PROBATIONARY PERIOD AND NOTIFICATION

Section 1. Probationary Period: Members shall serve a six (6) month probationary period from the start of employment in an Association position.

Section 2. Notification of Retirement/Resignation: Members must provide the District with at least four (4) weeks of notice prior to resignation from the District and at least eight (8) weeks of notice prior to retiring from the District.

ARTICLE IX SENIORITY

Section 1. Definition: Seniority for personnel shall be defined as the 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. For the purposes of this section, leaves of absence shall not be considered an interruption of continuous service. 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 in other roles).
4. If a tie still remains, the District's Director of Technology, in consultation with the District superintendent, will determine who is most qualified and should be placed higher on the seniority list based on education and experience.

Section 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of Association personnel, initial date of employment, years of service, and seniority rank. Each employee shall receive a copy of the seniority list annually by July 1st.

Section 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

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

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

Section 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the technology department, notice of this vacancy shall be advertised publicly and posted internally. Employees within the department (i.e. Association members or technology paraprofessionals) shall be given a minimum of 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 Director of Technology. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Section 6. Lay-Offs and Recall: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Employees to be laid off will have at least two (2) calendar weeks' notice.

In the event of lay-off, Association personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave. In the event that multiple employees laid off at the same time are subject to recall, employees shall be recalled based on greatest seniority.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

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

through level three (3) of the procedure.

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

Subd. 3. Administrative Supervisor: The Cloquet Public Schools technology director.

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

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

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

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

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

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

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

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

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

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

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

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days⁴¹ after the meeting, the superintendent shall issue a decision

in writing to the parties involved.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 202~~5~~³ through June 30, 202~~5~~⁷, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

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

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

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

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

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

For:
Cloquet Information Technology Support Association

For:
Cloquet Public Schools, ISD #94

Name of Association Representatives:

Name of Organizational Representatives:

William Bauer

School Board Chair

Mark Brenner

School Board Clerk

Dr. Michael Cary, Superintendent

ATTACHMENT A SALARY SCHEDULES

Cloquet Information Technology Support Association Salary Schedule:

The unit will receive a ~~3.04-61%~~ increase or a Me-Too with Education MN plus drop step 1 rate and add a new step 8 rate for 2025~~3~~-26~~4~~ and ~~0%~~ increase for a Me Too with Education MN - Cloquet (EMC) for 2026~~4~~-27~~5~~. ~~In both years, the district will drop Step 1 and add a new Step 8. For year one of the proposed contract, CITSA members will be on Step 4. For year two, CITSA members will move to step 5. See scale below:~~

-	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>2022-23</u>	\$ 20.90	\$ 21.74	\$ 22.61	\$ 23.51	\$ 24.45	\$ 25.43	\$ 26.45	\$ 27.51
<u>2023-24</u>	\$ 22.74	\$ 23.65	\$ 24.59	\$ 25.58	\$ 26.60	\$ 27.67	\$ 28.78	\$ 29.93
<u>2024-25</u>	\$ 23.65	\$ 24.59	\$ 25.58	\$ 26.60	\$ 27.67	\$ 28.78	\$ 29.93	\$ 31.13

-	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<u>2025-26</u>	<u>\$25.33</u>	<u>\$26.35</u>	<u>\$27.40</u>	<u>\$28.50</u>	<u>\$29.64</u>	<u>\$30.83</u>	<u>\$32.06</u>	<u>\$33.35</u>
<u>2026-27</u>	<u>TBD</u>							

Section 1. Extra Service Contracts: A unit member asked to provide computer programming services for the district shall receive an extra services contract in the amount of \$6,000.00 for 2024-2025. This rate will increase for 2025-2026 and 2026-2027 equivalent to the Education MN – Cloquet (EMC) rate increase.

ATTACHMENT B
HEALTH INSURANCE COSTS
(Rates will be updated for 2025-2026)

INSURANCE INFORMATION - NEW HIRES						
2024-2025	Annual	District	Employee	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	Pays/Year		Pays/Year		HRA/HSA
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

INSURANCE INFORMATION - NEW HIRES

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

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

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

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

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



Education
Academics • Arts • Athletics

Cloquet Information Technology Support Association Contract

July 1, 2025 – June 30, 2027

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ARTICLE I RECOGNITION

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

Section 2. Sole Agent: The School Board agrees not to negotiate with any information technology organization other than the Cloquet Information Technology Support Association as the exclusive bargaining agent.

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

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

Section 3. Rights of Members of the Association:

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

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

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

Section 4. Board of Education Rights:

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

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

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

Section 5. Negotiation Procedures:

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

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

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

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

Section 2. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon their written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker’s expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

**ARTICLE III
ASSOCIATION SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14. The Board may place a new hire on any step of the salary schedule based on experience and/or qualifications.

Subd. 1 Steps:

Subpart 1. New Employees: New employees shall normally be paid at the minimum (Step 1) of the salary range for Association members. However, the supervisor, with the approval of the Superintendent, may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications, relevant outside experience, or by lack of available qualified eligible persons at the minimum rate.

Subpart 2. Step Increases: Association members will advance one (1) step on July 1st each year, provided they have successfully completed a year of service.

Subd. 2. Longevity Pay: Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 16th year of service.

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

Subd. 3. Committee Pay: Association members shall receive overtime pay for hours served on district committees when committee meetings are scheduled outside regular work hours.

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

Section 1. 403(b) Employer Matching Plan:

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

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

Subd.3 Match: Employees who are eligible to participate in the District's 403(b) Plan will receive the yearly maximum matching amounts as listed below.

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

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

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

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

Section 2. Medical Insurance: Upon retirement, an employee who is at least 55 years of age and has been employed as a full-time employee (as defined in Article V, Section 1) in Cloquet School District, ISD #94 for at least 10 consecutive years prior to retirement shall be allowed to participate in the district offered medical insurance plan(s) with 100% of the insurance premium paid by the retired employee. This benefit shall be in effect until the employee reaches Medicare age.

Section 3. Eligibility for Post-Retirement Health Care Savings Plan: Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS).

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

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

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2019-2020 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

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

Example of interpreting the above chart:

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

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

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

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

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

Section 1. Full-Time Employees:

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

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

Section 2. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2019, hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

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

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

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

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

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

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

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage, the options shall be as follows:

- a. Two single plans, or
- b. One family plan, or
** If enrolled in a family plan, the family premium paid by the employee shall be \$1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.
- c. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$900 MN PRHCSP contribution.

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

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

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

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2019, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

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

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

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

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

Section 6. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

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

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

*This paragraph will be revised or removed through a memorandum of understanding after the Education MN contract 2025-2026 is settled.

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

**ARTICLE VI
LEAVES OF ABSENCE**

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

Subd.1. Vacation: Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a member employed on March 1 would be allowed four (4) days of vacation on July 1.

Association employees will qualify for vacation as follows:

- a. Ten (10) days of vacation time shall be allowed for 12 months of continuous full-time service.
- b. After five (5) years of continuous service, qualified employees shall receive 15 days of vacation.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation

Association members who were employed with the district on July 1, 2019, shall receive 15 days of vacation per year until such time the years of service dictate a greater amount.

Vacation days must be approved by the District Technology Director. Up to 10 days of unused vacation may be carried over into the next fiscal year.

Vacation requests falling on the Thursday and Friday in October of the Ed. MN Break may not be denied to unit members. In case of emergency, unit members who have requested vacation for these dates will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

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

Section 2. Holidays and Scheduled Leave for Full-Time 52 Week Employees:

Subd 1. Benefits: The following paid holidays shall be granted to full-time 52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

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

The dates between the observed Christmas Holiday and the observed New Year's Eve Holiday will be scheduled vacation days for association members. These vacation days will not count against those days accrued under section 1. In case of emergency, unit members will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

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

Section 4. Sick Leave:

- a. For the first five (5) years of employment, members shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any member hired between July 1 and June 30 of a given school year.

Example: Continuing employees will be credited with fifteen (15) days of sick leave on July 1 of each year.

- b. Starting year six (6), members shall be credited with 13 days of sick leave on July 1 of each year.
- c. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed fifteen (15) days.

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

- d. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, grandchildren, foster children, or parent.
- e. As of July 1, 2019, sick leave accumulation will be unlimited.

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

Subd. 1. Sick Leave Incentive: Association members who use three (3) or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

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

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

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

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

ARTICLE VII SUPPLEMENTAL BENEFITS

Section 1. Automobile: The District shall compensate members for business use of member's private vehicle at the federal mileage rate. For members assigned to multiple buildings on different campuses or assigned to float among all district facilities, the member may choose to receive a \$35/month stipend in lieu of cataloging mileage for reimbursement.

Section 2. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

Section 3. Cell Phone: Members will receive a \$30/month stipend for work related use of a personal cell phone. In the event the district provides a work cell phone to a member, the monthly stipend will discontinue.

ARTICLE VIII PROBATIONARY PERIOD AND NOTIFICATION

Section 1. Probationary Period: Members shall serve a six (6) month probationary period from the start of employment in an Association position.

Section 2. Notification of Retirement/Resignation: Members must provide the District with at least four (4) weeks of notice prior to resignation from the District and at least eight (8) weeks of notice prior to retiring from the District.

ARTICLE IX SENIORITY

Section 1. Definition: Seniority for personnel shall be defined as the 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. For the purposes of this section, leaves of absence shall not be considered an interruption of continuous service. 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 in other roles).
4. If a tie still remains, the District's Director of Technology, in consultation with the District superintendent, will determine who is most qualified and should be placed higher on the seniority list based on education and experience.

Section 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of Association personnel, initial date of employment, years of service, and seniority rank. Each employee shall receive a copy of the seniority list annually by July 1st.

Section 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

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

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

Section 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the technology department, notice of this vacancy shall be advertised publicly and posted internally. Employees within the department (i.e. Association members or technology paraprofessionals) shall be given a minimum of 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 Director of Technology. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Section 6. Lay-Offs and Recall: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Employees to be laid off will have at least two (2) calendar weeks' notice. In the event of lay-off, Association personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave. In the event that multiple employees laid off at the same time are subject to recall, employees shall be recalled based on greatest seniority.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

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

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

Subd. 3. Administrative Supervisor: The Cloquet Public Schools technology director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 6. Expenses: Each party shall bear its own ⁶²expenses in connection with arbitration, including expenses
Cloquet Information Technology Support Association Contract 2025-2027

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

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

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

ARTICLE XI DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

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

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

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

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

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

For:
Cloquet Information Technology Support Association

For:
Cloquet Public Schools, ISD #94

Name of Association Representatives:

Name of Organizational Representatives:

William Bauer

School Board Chair

Mark Brenner

School Board Clerk

Dr. Michael Cary, Superintendent

ATTACHMENT A SALARY SCHEDULES

Cloquet Information Technology Support Association Salary Schedule:

The unit will receive a 3.0% increase or a Me-Too with Education MN plus drop step 1 rate and add a new step 8 rate for 2025-26 and a Me Too increase with Education MN - Cloquet (EMC) for 2026-27.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2025-26	\$25.33	\$26.35	\$27.40	\$28.50	\$29.64	\$30.83	\$32.06	\$33.35
2026-27	TBD							

Section 1. Extra Service Contracts: A unit member asked to provide computer programming services for the district shall receive an extra services contract in the amount of \$6,000.00 for 2024-2025. This rate will increase for 2025-2026 and 2026-2027 equivalent to the Education MN – Cloquet (EMC) rate increase.

ATTACHMENT B HEALTH INSURANCE COSTS (Rates will be updated for 2025-2026)

INSURANCE INFORMATION - NEW HIRES						
2024-2025	Annual	District	Employee Pays/Year	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	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
<small>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</small>						
HDHP 1,600 Single	\$10,548	\$10,038	\$510	\$1,200	\$1,600	\$1,600
HDHP 3,200 Family	\$29,378	\$18,402	\$10,408		\$3,200	\$3,200
<small>\$1,600/\$3,200 HDHP Plans - This deductible is \$1,600 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,200. Note, individuals on the family plan could account for more than \$1,600 until the family \$3,200 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</small>						
HDHP 3,500 Single	\$9,179	\$8,943	\$236	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$25,567	\$17,609	\$7,406		\$7,000	\$3,500 per person/ \$7,000 per Family
<small>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 5,000 Single	\$8,393	\$8,314	\$79	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$23,376	\$17,694	\$4,699		\$10,000	\$5,000 per person/ \$10,000 per Family
<small>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 6,750 Single	\$7,649	\$0	\$7,649		\$6,750	\$6,750
HDHP 13,500 Family	\$21,306	\$0	\$21,306		\$13,500	\$6,750 per person/ \$13,500 per Family
<small>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						

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

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

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

	Benefit Year Start Date
\$500/\$1000 Plans	September 1st
\$1600/\$3200 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

CLOQUET PUBLIC SCHOOLS

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter “University”), and **Cloquet Public Schools**, 302-14th Street, Cloquet, MN 55720 (hereinafter “District”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.
- b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.

- c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed not less than two years of an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.
- d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.
- e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher and supervising teacher.
- f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.
- g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.
- h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.
- i. The University shall pay an honorarium or stipend to the District for the placement of its student teachers. The amount of the honorarium or stipend will be commensurate with the number of weeks of student teaching and shall not exceed \$120.00 per student teacher. Payment shall be made to the District in the manner required.

2. DISTRICT RESPONSIBILITIES

- a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.
- b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program.
- c. District agrees to provide a licensed, full-time, continuing contract District teacher(s) who will supervise student teachers and such employees may establish and implement reasonable expectations of conduct applicable to their participation. The District shall provide supervising teachers that meet requirements outlined in Minnesota Rule 8705.1010 Subp. 3. A. (4).
- d. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.
- e. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.

- f. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.
- g. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.
- h. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.
- i. District agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this Agreement. A student teacher shall not act as a substitute teacher.
- j. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

- a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:
 - i. Selection, assignment and orientation of student teachers;
 - ii. Periodic review and preparation of objectives for the student teaching experience program; and
 - iii. Evaluation of student teacher performance.
 - iv. Communication to familiarize District personnel with the student teaching experience program's philosophy, goals and curriculum;
 - v. Communication to familiarize the College/University faculty with the District's philosophy, policy and program expectations;
 - vi. Communication to keep both parties and the parties' personnel who are assigned to the student teaching experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - vii. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - viii. Communication to identify areas of mutual need or concern;
 - ix. Communication to seek solutions to any problems which may arise in the student teaching experience programs; and
 - x. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve the College/University's teacher education program curriculum.

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.

- b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.
- c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless District'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 University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.

- b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the University faculty member or student who receives the treatment and not the responsibility of the District or the University.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of August 1, 2024, or when fully executed, and shall remain in effect until July 31, 2029. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

- a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.
- b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its students pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the District relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. **GOVERNING LAW**

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

14. **ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. DISTRICT: Cloquet Public Schools

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

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name) <p style="text-align: right;">Brian Gelster</p>
Title Buyer 2
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Southwest Minnesota State University:

By (authorized signature and printed name) <p style="text-align: right;">George Bass</p>
Title Director of Business Services
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) <p style="text-align: right;">Brian Gelster</p>
Title Buyer 2
Date

INDEPENDENT SCHOOL DISTRICT NO. 94

Cloquet, Minnesota

February 10, 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 Kris Keppers for the donation of wheelchair quilts for middle school, high school and adult with disability students.

	YEA	NAY	
DAVE BATTAGLIA			PASSED: February 10, 2025
LEANN BUTLER			
NICHOLE DIVER			BOARD CHAIR:
GARY HUARD			
MELISSA JUNTUNEN			ATTEST (BOARD CLERK):
NATE SANDMAN			

Washington News

February 2025



News & Notes:

- February is “**I Love to Read**” month! We have lots of fun things planned and ask that you join us by encouraging your child to read or by reading to him/her!
- 2/4 Book Break (2nd & 3rd Grades) Authors/Illustrators Lesa Cline-Ransome and James Ransome
- 2/7 Love to Read: Flashlight Friday
- 2/10 Love to Read Spirit Day: “Read My Shirt”
- 2/11 Book Break (4th Grade) Author Erin Entrada Kelly
- 2/11 Love to Read Spirit Day: “LOL with a Book Day”
- 2/11 PIE Meeting @ 6:30 pm in the Media Center.
- 2/12 Love to Read Spirit Day: “Cozy Up with a Book Day”
- 2/13 Love to Read Spirit Day: “Bookmark Swap Day”
- 2/13 100th Day of School for Grades 1-4
- 2/13 Conference Links Close
- 2/14 Kids’ Heart Challenge during PE classes
- 2/14 Valentine’s Day
- 2/14 100th Day of School for Kindergarten
- 2/17 President’s Day, No School for Staff & Students
- 2/18 Family Literacy Night: Super Hero Book Bingo (@ FDLTCC; 5:30-7:00 pm)
- 2/19 Book Break (Kindergarten & 1st Grade) Author Duncan Tonatiuh
- 2/21 February Birthday Lunch
- 2/25 Conferences & Book Fair 3:20-7:20 pm
- 2/27 Conferences & Book Fair 3:20-7:20 pm
- 2/28 Conferences & Book Fair 8:00 am–12:00 pm and Staff Professional Day 12:00-3:30

Conferences and Book Fair

Tuesday, February 25 3:20pm-7:20pm
 Thursday, February 27 3:20pm-7:20pm
 Friday, February 28 8:00am–12:00 pm



School conference links are open on the website January 31–February 13. Please sign up for a time to meet with your child’s teacher.
<https://www.isd94.org/o/we>

School Fundraisers

Box Tops www.boxtops4education.com

Loaves4Learning—turn in UPCs (which MUST BE Country Hearth®, Village Hearth®, Artisan Hearth®, or Fiber Up® product UPCs)

Ink Jet Cartridge Recycling

Questions? Email kchalber@isd94.org

Drop off your donations at the main office.

In January, Ms. Patrick taught cultural lessons that included traditional stories and connections with the Ojibwe constellations and sky teachings.



PBIS Scoop!

(Positive Behavioral Interventions and Supports)

Welcome to February Washington families!! We just finished our January Character Education trait of **Trustworthiness**. Throughout the month of February, we will shift our focus to a new character trait, **Caring**, and for our 7 Grandfather Teachings, we focus on **Love**. When we show love (and caring), we choose to show kindness and concern for others, and to care about them in our heart — an important characteristic we promote throughout our school! Teachers will be looking for students who are showing this trait around our school throughout the month.

In January, our students participated in cultural presentations led by Ms. Patrick, with a focus on traditional storytelling, with a connection to the sky.

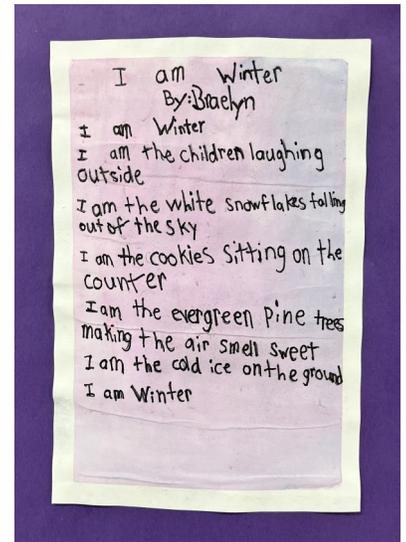
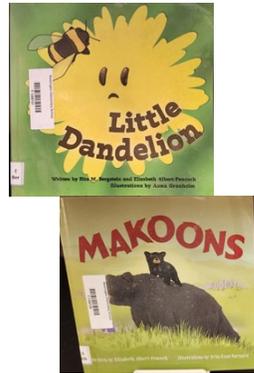
February is “I Love to Read Month” and many fun events are planned. Ask your children to share with you some of their fun experiences at home!

Keep working hard, students, by showing your Purple PRIDE every day!

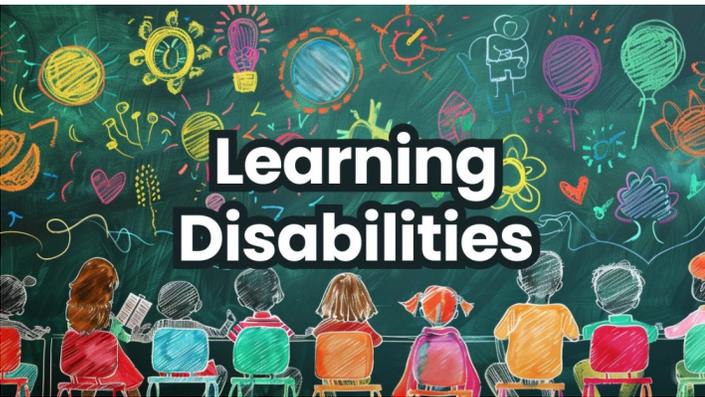
Family Literacy Night February 18th, 5:30-7:00 PM
Fond du Lac Tribal Community College



Check out some of the new books in the Library!



The UNIFIED Focus for February is Learning Disabilities.



About 1 in every 5 US children are affected with learning disabilities. Learning disabilities can make classroom learning difficult, but does not change how smart or hard working someone is. We will focus on ways to be a friend to all people regardless of their abilities.



In January, Mrs. Kilroy took some 4th grade ACHIEVE students on a field trip to Fond du Lac Tribal and Community College.



The 27th Annual Kids' Heart Challenge

is Friday, February 14th during physical education classes. There is a \$25 gift card contest for each grade level for the class that has the highest percentage of students raising money online and completing all the steps for Finn's Mission. Our goal is to have 100 students complete the mission!



Attendance:

- Please contact our 24-hour attendance line at 218-879-3369 if your student will be missing school.
- If end-of-day plans for your student change, please let us know **as soon as possible**. When we have advance notice, we are more able to meet your requests while minimizing interruptions to the classroom.
- **Attendance matters!** If there are any challenges or barriers impacting your child's attendance, please let us know so we can help. **We are here to support you and your child.**

