



**ROCK RIDGE PUBLIC SCHOOLS
411 SOUTH 5TH AVENUE
VIRGINIA MN 55792**

**Regular Meeting
Monday, June 28, 2021 at 6:00 PM
Spectrum Health Building, 1405 Progress Parkway, Virginia, MN
55792**

AGENDA

The public can watch the meeting live at rrps.org or contact the Superintendent's Office (742-3900) to get a Zoom link emailed to you. Public comment regarding the agenda can be made in person, via Zoom, or emailed to stacie.lamppa@rrps.org before 12:00 P.M. on June 28, 2021. If you would like to discuss an item not on the agenda, please contact the Superintendent and Board Chair prior to the meeting.

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
 1. Approval of June 14, 2021 meeting minutes. 5
 2. Payment of the bills. 8
 3. Approval of hire of Roxanne Kelson for the ESY Nurse - Gilbert Campus (PreK) position effective June 14, 15, 21, and 22 and July 12, 13, 19 and 20.
 4. Approval of hire of Shirley Leoni for the ESY Special Education Para Educator - Gilbert Campus position effective June 14, 15, 21 and 22; July 12, 13, 19, and 20; and, August 9, 10, 16, and 17.
 5. Approval of hire of Ben Johnson for the Head Boys' Hockey Coach position effective August 1, 2021.
 6. Approval of hire of Steve Manninen for the Assistant Cross Country Coach position effective August 16, 2021.
 7. Approval of hire of Kaitlyn Rigstad for the Secondary Teacher (English) position effective August 31, 2021.

8. Approval of extra assignment of PLC/Teacher Leader for the following VHS staff: Nicholas Thompson, Jessica Kortekaas, Betty Suihkonen, Isaac Christiansen, Matt Krage, Orlend Menze (0.5), Jade Andrie, Cara Pond, Evan Friedlieb, and Samantha Papenfuss-Krage	
9. Acceptance of resignation of Jeff Mauston from the Virginia Head Boys' Tennis Coach position effective June 8, 2021.	
10. Acceptance of resignation of Lynn Mauston from the Virginia Assistant Boys' Tennis Coach position effective June 8, 2021.	
11. Acceptance of resignation for the purpose of retirement of Paul Lautigar from the Driver/Grounds position effective August 31, 2021.	
12. Acceptance of proposal for the 2022 Eveleth-Gilbert Band Trip to Orlando, FL.	17
13. Approval of purchase of SMART Board 6000S Interactive Classroom Displays (36) for Laurentian Elementary, for \$189,404.00 from Tierney, Inc.	
14. Non-interactive Classroom and Digital Signage Displays for Laurentian Elementary, for up to \$43,960.00.	
5. Construction:	
1. Consider approval of the Manual Arts Building Abatement Package.	20
6. Reports:	
1. November 2, 2021 Special Election	
1. Timeline for 2021 Special Election.	33
2. Resolution Calling Special Election - determine polling hours.	34
2. Superintendent.	
1. Teacher negotiations update.	
2. Update on school items to be sold.	
7. Policies - Final Reading.	
1. 206 Public Participation in School Board Meetings/Complaints About Persons At School Board Meetings and Data Privacy Considerations	38
8. Administration Items:	
1. Consider approval of the 2021-2022 Concurrent Enrollment Contract with Vermilion Community College.	44
2. Consider approval of Concurrent Enrollment Contract between Rock Ridge Public Schools and Lake Superior College effective until June 30, 2022.	52
3. Consider approval of Donation Agreement between the City of Virginia and ISD #2909.	63
4. Consider approval 2021-22 health insurance.	65
5. Consider approval of 2021-22 property, liability and workers' compensation insurance.	66
6. Consider finalizing and approving the 2021-22 school district budget.	70
7. Consider approval of the tentative Collective Bargaining Agreement between ISD 2909 and AFSCME, Council 65, Local Union #3.	77
8. Consider approval of the tentative AFSCME Seniority List as of June 16, 2021.	111
9. Consider Resolution Establishing Dates for Filing Affidavits of Candidacy for Election.	115

10. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Tammy Erven.	117
11. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Shannon Baumann.	119
12. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Melinda Asuma.	121
13. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Peighton Worlie.	123
14. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Elizabeth Niemi.	125
15. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Robert Henderson.	127
16. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Orlend Menze II.	129
17. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Kimberly Galloway.	131
18. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Amanda Murfin.	133
19. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Bradley Matuszak.	135
20. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Matraca Streier.	137
21. Consider Resolution Relating to the Termination and Nonrenewal of a Teaching Contract: Cody Baker.	139
22. Consider approval of non-renewals of the following Title I Aides: Carrie Carlson (Parkview), Kathleen Cina (Parkview), Beverly Heitke (Parkview), Tina Pauling (Parkview), Kathleen Petrack (Parkview), Anna Roen (Roosevelt), Jacqueline Beliaj (Roosevelt), Karen Sandstrom (Roosevelt), Cindy Kujala (Roosevelt), Terese Stubbs (Roosevelt).	
9. Unfinished Business.	
1. Board meeting location to be moved temporarily due to construction beginning in July.	
1. How to proceed with public viewing of the meetings and remote participation during the relocation period and beyond that time period.	
10. Meeting Announcements.	
1. The next regular meeting will be Monday, July 12, 2021 at 6:00 PM. Location to be determined.	
11. Adjournment.	

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, JUNE 14, 2021, 6:00 P.M.
SPECTRUM HEALTH BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

Members Present:

Billy Addy	Matt Sjoberg
Murray Anderson	Pollyann Sorcan
Brandi Lautigar	Stacey Sundquist
Tim Riordan	Tom Tammara
	John Uhan

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Jeff Carey, Buildings and Grounds
Dan Johnson, Roosevelt Principal
Spencer Aune, Business Manager
Bob Voss, Transportation Director

Members Absent:

None

Attorneys:

Margaret Skelton, *Ratwik, Roszak & Maloney, P.A.*
Nathan Shepherd, *Ratwik, Roszak & Maloney, P.A.*

- I. CHAIR SUNDQUIST called the regular meeting to order at 6:010 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **ADDITIONS/DELETIONS TO THE AGENDA:** Pulled 5.1 Manual Arts Building Demolition presentation and consideration of approval and 8.6 Consider approval of Second Amendment to Agreement Regarding School District Property between the City of Eveleth and Rock Ridge Public Schools.
- III. **APPROVE AGENDA:**
Motion to **approve agenda with deletions** made by RIORDAN, seconded by LAUTIGAR. Motion passed unanimously.
- IV. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Laurie Hipple-Jam – staffing concerns/budget suggestions; Thomas Walton – Policy 206 revisions; Katherine Disterhaft – Policy 206 revisions, staffing concerns.
- V. **CONSENT AGENDA:**
Motion to **approve the Consent Agenda** made by ANDERSON, seconded UHAN. Motion passed unanimously.
- A. Approval of May 24, 2021 regular meeting minutes.
 - B. Approval of the payment of bills.
 - C. Approval of hire of Kristopher Olson for the Junior High Science Teacher position effective August 31, 2021 pending licensure.
 - D. Approval of hire of Chris Chad for the Rock Ridge One-Act Play Director (Co-Director) position effective November 1, 2021.
 - E. Approval of hire of Jeremy Liimatta for the Rock Ridge One-Act Play Director (Co-Director) position effective November 1, 2021.
 - F. Approval of hire of Jason Ness for the Rock Ridge Head Speech Coach position effective December 1, 2021.
 - G. Approval of extra assignment for Melissa Lautigar as the Franklin Elementary Track and Field Day Coordinator for the 2020-2021 school year.
 - H. Approval of extra assignment for Dominique Little and Brandon Miller as WEB Leaders for the 2020-2021 school year.
 - I. Approval of extra assignment for the following staff at Virginia High School for the 2020-2021 school year:
 - ART CLUB
 - SENIOR CLASS ADVISOR
 - TONY NORLAND
 - BETTY SUIHKONEN

CONSTRUCTION CLUB	CRAIG HONKOLA
ENGINEERING CLUB	GREG FOSTER
eSPORTS LEAGUE	AMANDA WOLFE
CLUBS UNITED	LORI ISMIL
LEO'S (KEY CLUB)	MISTY ELLIOTT
LEO'S ASSISTANT SUPPORT (60+ MEMBERS)	KARI NISKA
KNOWLEDGE BOWL VARIETY	LIAM CONGER
KNOWLEDGE BOWL JUNIOR VARSITY	LIAM CONGER
KNOWLEDGE BOWL JUNIOR HIGH	JESSICA KORTEKAAS
NATIONAL HONOR SOCIETY	JILL CLENNON
PROM ADVISOR	LORI ISMIL
ROHIAN	JENESSA GREENLY
SCIENCE BOWL (SH)	LISA RUDSTROM
STUDENT COUNCIL (JR)	DAWN SAVELA
STUDENT COUNCIL (SR)	DAWN SAVELA
WEB TRANSITION TEAM	MATT KRAGE SAMANTHA
WEB TRANSITION TEAM	PAPENFUSS-KRAGE
FIDDLE CLUB	SHEILA WILCOX

- J. Acceptance of resignation of Dean Edstrom from the Eveleth-Gilbert Head Girls' position effective May 29, 2021.
- K. Acceptance of resignation of Betty Suihkonen from the Senior Class Advisor position effective June 4, 2021.
- L. Acceptance of resignation of Jerry Rosati from the Assistant Girls' Hockey Coach position effective June 8, 2021.
- M. Acceptance of resignation of Kathi Croft from the Parkview Elementary Secretary position effective June 15, 2021.
- N. Approval of lane change for Liam Conger from MA+10 to MA+18.
- O. Approval of lane change for Anthony Norland from MA to MA+10.
- P. Approval of \$2,038.50 Blue Pride grant request to fund the Virginia Diamond Club grant to purchase baseball equipment.

VI. CONSTRUCTION:

- A. Following a presentation on the athletic field lighting of the varsity baseball and varsity softball fields at the new Rock Ridge High School by Paul Noll, *Kraus Anderson*, motion to **approve Option #1: Install the full athletic field lighting system for approximately \$575,000** made by UHAN, seconded by ADDY. Motion passed 8-1 with SORCAN voting NO.

VII. REPORTS:

- A. School Bus 2020-2021 Safety Certification was acknowledged.
- B. Spencer Aune, Business Manager, provided a review of the preliminary 2021-2022 budget and will bring it to the board at the June 28 meeting for final approval.
- C. Jeff Carey discussed the plan for the sale of unusable and not needed materials/objects/uniforms from some school district buildings and inventory.
- D. Supt. Schmidt provided an update to the progress of contract negotiations for AFSCME and teachers.

VIII. POLICIES:

- A. Motion to **approve the second reading of the revisions to Policy 206 Participation in School Board Meetings/Complaints About Persons At School Board Meetings and Data Privacy Considerations** made by RIORDAN, seconded by ANDERSON. Motion passed 8-1 with SORCAN voting NO.

IX. **ADMINISTRATION ITEMS:**

- A. Motion to **postpone the purchase of a 3rd bus for the upcoming school year (two bus purchases previously approved)** made by LAUTIGAR, seconded by ADDY. Motion passed 8-1 with TAMMARO voting NO.
- B. Motion to **approve the renewal of the James Madison lease agreement between Rock Ridge Public Schools and Northland Learning Center** made by TAMMARO, seconded by ANDERSON. Motion passed unanimously.
- C. Motion to **approve the Park Paving, Inc. proposal for the Parkview Elementary paving project** made by UHAN, seconded ADDY. Motion passed unanimously.
- D. Motion to **approve the Work Authorization Form for the Virginia Elementary School – Existing Gym Deferred Maintenance** made by TAMMARO, seconded by ANDERSON. Motion passed 8-1 with SORCAN voting NO.
- E. Motion to **approve the MacNeil Environmental/Occupational Health and Safety Management Program proposal** made by TAMMARO, seconded by UHAN. Motion passed unanimously.
- F. Motion to **approve the Professional Services Contract between Rock Ridge Public Schools and Range Mental Health Center** made by RIORDAN, seconded by TAMMARO. Motion passed 7-1 with SORCAN voting NO and LAUTIGAR abstaining.
- G. Motion to **approve the following purchases: Cisco Phone System hardware and software for Laurentian Elementary, North Star Elementary, and Rock Ridge High School for \$149,259.00 from SHI International Corp; Dell Servers (2) Laurentian Elementary, North Star Elementary, and Rock Ridge High School for \$41,250.00 from SHI International Corp; Cisco Network Switches and Meraki Wireless Access Points for Laurentian Elementary for \$121,943.00 from SHI International Corp** made by ANDERSON, seconded by LAUTIGAR. Motion passed unanimously.
- H. Motion to approve the **Memorandum of Agreement between Education Minnesota Rock Ridge and ISD 2909** made by ADDY, seconded by LAUTIGAR. Motion passed 8-1 with SJOBERG voting NO.
- I. Motion to **enter into closed session to discuss the pending Writ of Mandamus filed by Save Our Eveleth School Buildings, LLC vs ISD 2909** made by RIORDAN, seconded by ANDERSON. Motion passed unanimously. Board entered into closed session at 7:47 P.M.
 - 1. Regular meeting reopened at 8:34 P.M. SUNDQUIST noted that SORCAN left the meeting at 8:33 P.M.
 - 2. Motion to **appoint Dr. Noel Schmidt as the negotiator and signor of the amended agreement with the City of Eveleth** made by UHAN, seconded by SJOBERG. Motion passed unanimously.

X. **UNFINISHED BUSINESS:** None.

XI. **MEETING ANNOUNCEMENTS** were made.

XII. **ADJOURNMENT:** Moved by RIORDAN, seconded by ADDY, to **adjourn meeting**. Motion passed unanimously. Meeting adjourned at 8:38 P.M.

CHAIR – Stacey Sundquist

CLERK – Brandi Lautigar

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	4137	1090		A-1 SERVICES INC		Check	
				E 01	302 810 000 000 401	portable restroom baseball field	\$140.00	
		PO#: 2364	Voucher #:	6857	Invoice	Invoice No: TSP22487	6/24/2021	Paid Amt: \$140.00
				E 01	302 810 000 000 401	Portable restroom IGA fields	\$168.00	
		PO#: 2363	Voucher #:	6858	Invoice	Invoice No: TSP22488	6/24/2021	Paid Amt: \$168.00
								Check Amount: \$308.00
2909	1	4138	1840		APS		Check	
				E 05	302 865 000 369 350	Refinish Gym floor	\$3,400.00	
		PO#: 2380	Voucher #:	6850	Invoice	Invoice No: 8033	6/24/2021	Paid Amt: \$3,400.00
								Check Amount: \$3,400.00
2909	1	4139	2010		AT & T MOBILITY		Check	
				E 01	005 105 000 000 320	CELL PHONE	\$75.47	
		PO#: 2397	Voucher #:	6882	Invoice	Invoice No: 21JUNE	6/24/2021	Paid Amt: \$75.47
								Check Amount: \$75.47
2909	1	4140	1196		BAND SHOPPE		Check	
				E 01	301 259 000 000 430	58100 6 ft flag pole bag	\$51.90	
				E 01	301 259 000 000 430	65140 Pro Mark Marching Tenor Sticks	\$43.00	
				E 01	301 259 000 000 430	Freight	\$20.95	
		PO#: 2373	Voucher #:	6890	Invoice	Invoice No: SIV190743	6/24/2021	Paid Amt: \$115.85
				E 01	301 259 000 000 430	DSI Crossover Marching Band Shoe-Black - M	\$44.95	
				E 01	301 259 000 000 430	58500 Plastic Flag Pole Caps- Black, No Size	\$49.50	
				E 01	301 259 000 000 430	Shipping	\$13.95	
		PO#: 2297	Voucher #:	6891	Invoice	Invoice No: SIV188296	6/24/2021	Paid Amt: \$108.40
								Check Amount: \$224.25
2909	1	4141	2200		BAUMAN JEANNINE		Check	
				E 01	300 361 000 428 366	AAFCS CONFERENCE-PERKINS TO REIMB	\$230.00	
		PO#: 2369	Voucher #:	6880	Invoice	Invoice No: 62121	6/24/2021	Paid Amt: \$230.00
								Check Amount: \$230.00
2909	1	4142	1383		BELT NATALIE		Check	
				E 01	101 203 000 000 401	TRACK & FIELD RIBBONS	\$113.90	
		PO#: 2369	Voucher #:	6885	Invoice	Invoice No: 61621	6/24/2021	Paid Amt: \$113.90
								Check Amount: \$113.90
2909	1	4143	2840		BSN SPORTS LLC		Check	
				E 01	302 280 000 000 435	Masks Class of 2021	\$455.00	
				E 01	302 280 000 000 435	Shipping	\$18.20	
		PO#: 2369	Voucher #:	6852	Invoice	Invoice No: 912910778	6/24/2021	Paid Amt: \$473.20
								Check Amount: \$473.20

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	4147	5580		FOLLETT SCHOOL SOLUTIONS INC		Check
E	01	101	620	000	000	0700LPX I talk in my sleep	\$19.05
E	01	101	620	000	000	0632WGO I will try	\$7.07
E	01	101	620	000	000	1202NS2 Ida B. Wells	\$25.86
E	01	101	620	000	000	1244CE2 Iguanodon	\$20.04
E	01	101	620	000	000	1307BL4 Katherine Johnson	\$20.05
E	01	101	620	000	000	1620FF4 Katherine Johnson	\$25.86
E	01	101	620	000	000	0603ZF4 Katy Duck and the tip-top tap shoes	\$14.81
E	01	101	620	000	000	1405YK5 Katy Duck goes to work	\$14.81
E	01	101	620	000	000	0102CV9 Katy Duck makes a friend	\$14.81
E	01	101	620	000	000	31133K6 Knots in my yo-yo string : the autobli	\$0.00
E	01	101	620	000	000	1560QS8 Kwanzaa	\$20.00
E	01	101	620	000	000	0605DP9 Land of the free : the kids' book of l	\$20.00
E	01	101	620	000	000	0632YG5 Late Nate in a race	\$7.07
E	01	101	620	000	000	00355PX Lawn boy	\$11.96
E	01	101	620	000	000	1188GN8 Lewis Howard Latimer	\$20.05
E	01	101	620	000	000	0878KB1 The lion and the mice	\$7.07
E	01	101	620	000	000	0779US5 Look out, Mouse!	\$7.07
E	01	101	620	000	000	0789LY4 Malala	\$22.89
E	01	101	620	000	000	1183ZS5 Malala Yousafzai -	\$20.05
E	01	101	620	000	000	1378MK0 Margret & H.A. Rey's Curious Geor	\$8.79
E	01	101	620	000	000	1593BS4 Marley Dias	\$21.54
E	01	101	620	000	000	0856FP6 Me too!	\$7.07
E	01	101	620	000	000	A355239 [Set/Series] Middle School (2 items)	\$15.01
E	01	101	620	000	000	A17689X [Set/Series] Military Families (7 iter	\$124.25
E	01	101	620	000	000	1392EM1 Min makes a machine	\$7.07
E	01	101	620	000	000	29558G7 The missing fang	\$0.00
E	01	101	620	000	000	0609JZX The moon	\$17.04
E	01	101	620	000	000	0447NZ9 You can't drink a meatball through :	\$6.21
E	01	101	620	000	000	1005MA8 You can fly : the Tuskegee Airmen	\$15.67
E	01	101	620	000	000	1456EXX You're a bad man, Mr. Gum!	\$0.00
E	01	101	620	000	000	38666W4 My name is Brain Brian	\$12.26
E	01	101	620	000	000	0605EP6 No bullies allowed! : the kids' book	\$20.00
E	01	101	620	000	000	1588ZS5 Ona Judge outwits the Washington	\$18.95
E	01	101	620	000	000	0471NR1 Over my dead body	\$6.14
E	01	101	620	000	000	1001QE4 Peeper and Zeep	\$7.07
E	01	101	620	000	000	1414JCX People Who Help Animals	\$0.00
E	01	101	620	000	000	0539JX5 Pete makes a mistake	\$7.07
E	01	101	620	000	000	0757TG6 The phantom of the post office	\$6.21

Rock Ridge Public Schools

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	4147	5580		FOLLETT SCHOOL SOLUTIONS INC		Check
				E 01	101 620 000 000 470	1471CG5 Pizza mouse	\$7.07
				E 01	101 620 000 000 470	0119HZ8 Planet Tad	\$14.89
				E 01	101 620 000 000 470	0609GZ8 Planets	\$17.04
				E 01	101 620 000 000 470	0542BP2 Police cars	\$19.29
				E 01	101 620 000 000 470	1249VE2 Pterodactyl	\$20.04
				E 01	101 620 000 000 470	1398VA5 Pug	\$7.07
				E 01	101 620 000 000 470	1555JF7 Ramadan	\$19.51
				E 01	101 620 000 000 470	1023AL9 Ramadan	\$20.00
				E 01	101 620 000 000 470	0550GQX Return to Planet Tad -	\$11.37
				E 01	101 620 000 000 470	1250NE2 Saber-toothed cat	\$20.04
				E 01	101 620 000 000 470	0513DR3 The Salem witch trials	\$7.51
				E 01	101 620 000 000 470	0546SM7 See me dig	\$7.07
				E 01	101 620 000 000 470	1852EC0 See me play	\$7.07
				E 01	101 620 000 000 470	1413TG9 Sequoyah	\$19.00
				E 01	101 620 000 000 470	A362472 [SelfSeries] Serving Our Country (6	\$126.12
				E 01	101 620 000 000 470	0762HL3 A short tale about a long dog	\$6.21
				E 01	101 620 000 000 470	0351DD9 Silly Lilly in what will I be today? : a	\$11.34
				E 01	101 620 000 000 470	0740TQ8 Stop that frog!	\$5.35
				E 01	101 620 000 000 470	0609LZ4 The sun	\$17.04
				E 01	101 620 000 000 470	1202SS9 Sybil Ludington -	\$25.86
				E 01	101 620 000 000 470	0630TW7 Teasing isn't funny : what to do abo	\$7.95
				E 01	101 620 000 000 470	0810SB6 Till death do us part	\$7.07
				E 01	101 620 000 000 470	A333634 [SelfSeries] Torque: Space Science	\$289.27
				E 01	101 620 000 000 470	0587LK8 Tow trucks	\$19.29
				E 01	101 620 000 000 470	0700SP0 We have earthquakes	\$19.05
				E 01	101 620 000 000 470	0840EV4 We have hurricanes	\$19.05
				E 01	101 620 000 000 470	0700TP8 We have tornadoes	\$19.05
				E 01	101 620 000 000 470	1551SUX Wildheart : the daring adventures o	\$15.67
				E 01	101 620 000 000 470	29560G5 Wings above the waves	\$18.04
				E 01	101 620 000 000 470	1255VE2 Woolly mammoth	\$20.04
				PO#: 2139 Voucher #: 6892 Invoice Invoice No: 871968F 6/24/2021 E 01 101 620 000 000 470 CREDIT			Paid Amt: \$2,348.92 Paid Amt: (\$53.00)
				PO#: Voucher #: 6893 Credit Invoice Invoice No: 792290f 6/24/2021			Paid Amt: (\$53.00) Check Amount: \$2,295.92
2909	1	4148	5590		FORSMAN REIDA		Check
				E 01	302 211 000 000 366	2SEM20-21 MILEAGE	\$195.22
				E 01	302 211 000 000 366	2SEM20-21 MILEAGE	\$195.22
				PO#: Voucher #: 6867 Invoice Invoice No: 2SEM20-21 MILEAGE 6/24/2021			Paid Amt: \$195.22 Check Amount: \$195.22

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	4149	5940	E 01	302 810 000 000 401	6/24/2021	Check	\$84.15
		PO#:	Voucher #:	6881	Invoice	Invoice No: 50559		\$84.15
							Check Amount:	\$84.15
2909	1	4150	6020	E 01	302 294 709 000 401	6/24/2021	Check	\$68.00
		PO#:	Voucher #:	6879	Invoice	Invoice No: IN11682		\$5.78
							Check Amount:	\$73.78
2909	1	4151	6090	E 01	302 810 000 000 401	6/24/2021	Check	\$28.16
		PO#:	Voucher #:	6864	Invoice	Invoice No: 172094		\$28.16
							Check Amount:	\$28.16
2909	1	4152	6190	E 01	005 640 000 316 366	6/24/2021	Check	\$85.09
		PO#:	Voucher #:	6886	Invoice	Invoice No: 61521		\$85.09
							Check Amount:	\$85.09
2909	1	4153	6350	E 06	100 870 000 000 520	6/24/2021	Check	\$2,697.00
		PO#:	Voucher #:	6889	Invoice	Invoice No: 27735		\$2,697.00
							Check Amount:	\$2,697.00
2909	1	4154	6470	E 01	302 810 000 000 401	6/24/2021	Check	\$300.00
		PO#:	Voucher #:	6856	Invoice	Invoice No: 2502		\$300.00
							Check Amount:	\$300.00
2909	1	4155	1239	E 01	302 211 000 000 366	6/24/2021	Check	\$181.10
		PO#:	Voucher #:	6866	Invoice	Invoice No: 2SEM20-21 MILEAGE		\$181.10
							Check Amount:	\$181.10
2909	1	4156	1113	E 01	101 640 000 316 366	6/24/2021	Check	\$1,200.00
		PO#:	Voucher #:	6871	Invoice	Invoice No: 125753		\$1,200.00
							Check Amount:	\$1,200.00
2909	1	4157	7080	E 01	101 640 000 316 366	6/24/2021	Check	\$1,275.00
		PO#:	Voucher #:	6877	Invoice	Invoice No: 128571		\$1,275.00
							Check Amount:	\$2,400.00

Rock Ridge Public Schools

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	4157	7080	E 01	101 640 000 316 366	Orton Gillingham Training- Deb Tikkanen	Check
		PO#: 2377	Voucher #:	6878	Invoice	Invoice No: 128572	Paid Amt: \$1,275.00
							Check Amount: \$2,550.00
2909	1	4158	1382	E 01	302 211 000 000 366	MILEAGE	Check
		PO#: 1202	Voucher #:	6870	Invoice	Invoice No: 52821	Paid Amt: \$248.64
							Check Amount: \$248.64
2909	1	4159	8840	E 01	100 405 000 740 399	INTERPRETING SERVICES	Check
		PO#: 2361	Voucher #:	6884	Invoice	Invoice No: 2525	Paid Amt: \$14,560.00
							Check Amount: \$14,560.00
2909	1	4160	8890	E 05	301 865 000 369 350	Compressor oil	Check
		PO#: 2351	Voucher #:	6862	Invoice	Invoice No: 9009786	Paid Amt: \$44.99
							Check Amount: \$44.99
2909	1	4161	10220	E 05	302 865 000 369 350	parts for lights	Check
		PO#: 2379	Voucher #:	6851	Invoice	Invoice No: 61338	Paid Amt: \$117.60
		PO#: 2361	Voucher #:	6860	Invoice	Invoice No: 60966	Paid Amt: \$6.97
		PO#: 2360	Voucher #:	6861	Invoice	Invoice No: 60964	Paid Amt: \$6.97
							Check Amount: \$131.54
2909	1	4162	10350	E 01	301 211 000 000 370	#113930 W866L300047	Check
		PO#: 1202	Voucher #:	6873	Invoice	Invoice No: INV1827216	Paid Amt: \$130.17
		PO#: 1202	Voucher #:	6874	Invoice	Invoice No: INV1827215	Paid Amt: \$119.32
		PO#: 1202	Voucher #:	6875	Invoice	Invoice No: INV1828299	Paid Amt: \$286.74
		PO#: 1202	Voucher #:	6876	Invoice	Invoice No: INV1829869	Paid Amt: \$79.05
							Check Amount: \$615.28



Eveleth-Gilbert Bands

Kevin Szumal, Director
801 Jones Street
Eveleth, MN 55734

6/11/2021

To: Rock Ridge Board of Education

Re: Proposal for 2022 Eveleth-Gilbert Band Trip to Orlando, Florida

Dear Rock Ridge Board of Education and Superintendent Schmidt:

Please accept this letter as a proposal for the EG High School Band trip to Orlando, Florida in 2022.

We are planning our 2022 tour to Orlando, Florida for the dates of March 23rd-29th, 2022

The quadrennial tour to Orlando has been a tradition in the EG Band program for many years and has provided a valuable incentive and reward for our band students, as well as lasting memories of their time spent in the program. As you are aware, the band's 2021 trip was postponed due to COVID. This proposal is for the rescheduling of that postponed trip.

The purpose of the trip is as follows:

- Provide an incentive for participation in summer marching band
- Help with recruitment and retention of students in the band program
- Provide a reward for students' dedication and work
- Provide memorable and meaningful performance opportunities
- Provide educational experiences such as Disney Performing Arts workshop, and tour of Kennedy Space Center

The band had an extremely successful tour in 2017, and the current proposal uses the 2017 tour as a template. The aim is to replicate the success of the previous tour and improve upon it.

Some rationale/reasoning behind accommodations and attractions included in the proposal:

- Group Travel Planners is the company that we used in 2017 and is a company that Mr. Szumal had worked with prior to teaching at Eveleth-Gilbert. They are a company with a long reputation, are Minnesota-based, and student travel is their specialty. One main advantage is that they send a tour escort along, whose responsibility is to take care of hotel and flight check-in, tickets, meal reservations, and generally act as a liaison for the band while in Orlando.
- We stayed on Disney property on the 2013 and 2017 tours, and while slightly more costly, is more convenient because students can use Disney's shuttles between the hotel and parks. It also provides a safer environment with less opportunity for trouble. We also hire a security firm to provide security during the night to ensure students are safe and in their rooms.



Eveleth-Gilbert Bands

Kevin Szumal, Director
801 Jones Street
Eveleth, MN 55734

- Kennedy Space Center is an addition to the 2021 tour that was not included in the 2017 tour. The reasons for the addition are close proximity to Cocoa Beach, affordability of admission, and the unique educational opportunity that it presents.
- We will be performing twice; once at Walt Disney World, and once at Universal Studios. On prior tours, many students have cited the marching performances are the most memorable experiences of the trip.
- The “You’re Instrumental” workshop provides the opportunity to for students to work with a college-level band director in a rehearsal/recording studio setting. Students learn fundamental musicianship skills, how a recording studio works, how studio musicians create music for a film, and even get to record part of a film score.

The trip has a per-student cost of \$1,839. Through the EG Band Booster general fund we will be able to reduce the per-student cost to around \$1,500 per student. Students have been fundraising regularly for the past four years, and many students are close to having the trip paid for through fundraisers. For those funds not raised through fundraisers students will pay the difference out of pocket.

All costs of the 2022 tour will be the responsibility of the EG Band Boosters or the students taking part in the trip. As it has been in the past, no financial responsibility will be placed on the district.

A more detailed itinerary will be provided as we get closer to the departure date. I will keep Mrs. Williams and Dr. Schmidt updated as details fall into place.

I appreciate your time and attention to this proposal, and I thank you in advance for your approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Szumal', with a large, stylized flourish at the end.

Kevin Szumal
Director of Bands
Eveleth-Gilbert Schools
Rock Ridge School District
kevin.szumal@rrps.org
(218)-744-2211 ext. 1926



Presents...

Your Custom **Orlando** Proposal

EVELETH GILBERT HIGH SCHOOL BAND

7 Day, 6 Night Motorcoach Tour

3/23/2022 - 3/29/2022

TOUR PACKAGE COST PER PERSON (Based on Hotel Occupancy) as of 6/9/2021:

Note: Total Tour Package Includes All Bulleted Items Listed On This Proposal

QUAD: \$1,839.00 TRIPLE: \$1,974.00 DOUBLE: \$2,109.00 SINGLE: \$2,649.00

- **Number of Passengers:** 50 Students and 5 Adults
**Note: Changing the number of passengers will alter the per person tour cost.*
- **Transportation:** Round-trip airfare \$500 credit per person included as of 6/9/2021, ONE Modern Motorcoach (Equipped with DVD, Monitors & Restroom)
- **Insurance:** \$5,000,000 Liability Insurance Coverage per Motorcoach
 \$2,000,000 Liability Group Insurance Coverage
 Terrorism Liability Group Insurance Coverage
- **Hotel Accommodations:** SIX Nights at an All-Star Disney Resort (upon availability)
- **Meals:** ONE Dinner at Bubba Gump Shrimp Co. and ONE Cocoa Beach Cookout
- **Attractions:** Walt Disney World 3-Day Park Hopper Package, Universal Orlando 2 Park 2-Day Park-to-Park Ticket, Ron Jon Surf Shop, Kennedy Space Center- with IMAX, Cocoa Beach
- **Musical Inclusions:** You're Instrumental Workshop, Universal STARS Performance Program (upon acceptance), Disney Performing Arts OnStage (upon acceptance), *Additional* performances arranged for your group free of charge! *(some exceptions may apply)*
- **Tour Manager:** ONE GTP Representative will travel with the group to oversee your customized itinerary!
- ★ **BONUS!** This tour includes FIVE all-inclusive Tour Packages (Based on Double Occupancy), Driver Gratuities, ONE Complimentary Directors Gift, 24-hour emergency telephone service, travel packet, and a customized daily itinerary designed to specifically meet your group's needs!

IMPORTANT!

If you would like to alter this proposal please contact your Group Travel Planners Representative to inquire about optional Attractions, Meals, and Performances. (Any changes to the current proposal may increase or decrease the tour cost.)





Rock Ridge Public Schools

#FiercelyUnited



Manual Arts Building
Abatement Package Board
Approval
June 28th 2021



1. Section 01: Bidding Process

A. Strategic Recap – “Where We Are Today”

2. Section 02: Bidding Review

A. Bidding Recap

B. Bid Results vs. Budget Comparison

C. Project Overview & Schedule

3. Section 01: Conclusion

A. Board Approval

B. Questions (?)



KRAUS-ANDERSON®

Bidding Process

MAB Abatement Package

Section 01: Bidding Process

1) Planning & Project Development

PLANNING AND PROJECT DEVELOPMENT

- Confirm Virginia & Eveleth-Gilbert Public Schools' Visions & Goals
- Work with District & Selected Architect to Understand Options
- Confirm Budgets for Options Under Consideration
- Present Solutions to Board in Terms of Survey
- Conduct Survey & Community Engagement
- Final Documentation of Selected Options & Budget
- Confirm Funding Strategies & Finance Costs
- Develop & Submit Review & Comment Proposal to MDE

2) Pre-Referendum

PRE-REFERENDUM

- Board Resolution to Call Election
- Layout the Bond Campaign with Board & Selected Architect
- Facilitate District Informational Campaign Process
- Develop Timeline of Activities & Tasks for Referendum
- Suggest Strategies for Successful Referendum
- Develop Referendum Communication Information (Brochures, Flyers, etc.)
- Attend Public Meetings as Resource to District

3) Preconstruction

PRECONSTRUCTION

- Develop Communication Plan for Community Updates
- Lead District and Selected Architect Coordination Meetings
- Cost & Schedule Management**
 - Detailed Estimates Throughout All Phases
 - Value Management Options
 - Constructability Review of Construction Documents
 - Study Planning / Student Plan / Disruption Avoidance Plan
 - Project Delivery Schedule from Planning & Design Phase Through Post Construction
- Quality Control & Management Plan**
 - Architectural Plan Review
 - Building Systems Review
 - Pre-Installation Guidance & Review
- MEP Systems Review**
 - Review Mechanical & Electrical Systems
 - Life Cycle Costing Analysis
 - Commissioning Assistance

4) Bid / Award

BID / AWARD

- Best value bidding through a CM to keep work local
- A strong partner to make the bidding process pleasant
- A transparent bidding process
- Follow all state bidding requirements
- Ad for bid
- Instruction to bidders
- Project schedule
- Unit prices
- Alternates
- Contact documents
- Bonding requirements
- Wage determination schedule
- Work scopes
- Submittal process
- Quality assurance plan
- Cleaning and safety procedures

5) Construction

CONSTRUCTION

- Communication of Project Goals / Success Factors with Contractors
- Full-Time, On-Site Supervision
- Provide/Monitor & Update Detailed Project Schedule
- Weekly Progress Meetings & Reports
- Coordination of Contractors
- Jobsite Safety Coordination
- Information Management Between Field, Selected Architect, & Virginia Eveleth-Gilbert Public Schools
- Project Controls (RFI, PCO, SI)
- Cost Management
- Quality Management System
- Coordination with City Inspectors

6) Post-Construction

POST - CONSTRUCTION

- Project Closeout
- Commissioning Assistance
- Coordinate Move-In & Occupancy
- Warranty Enforcement
- 11-Month Walkthrough
- Commitment to the Long-Term Relationship with Virginia Eveleth-Gilbert Public Schools



KRAUS-ANDERSON®

Bidding Review

MAB Abatement Package

Section 02: Bidding Review



MAB Bidding Recap:

1. Abatement:

- 3 Bids Received
- Abatetek- Low Bidder
- Bid Amount: **\$44,000**



MAB Demo Bid Results vs. Referendum Budget Comparison

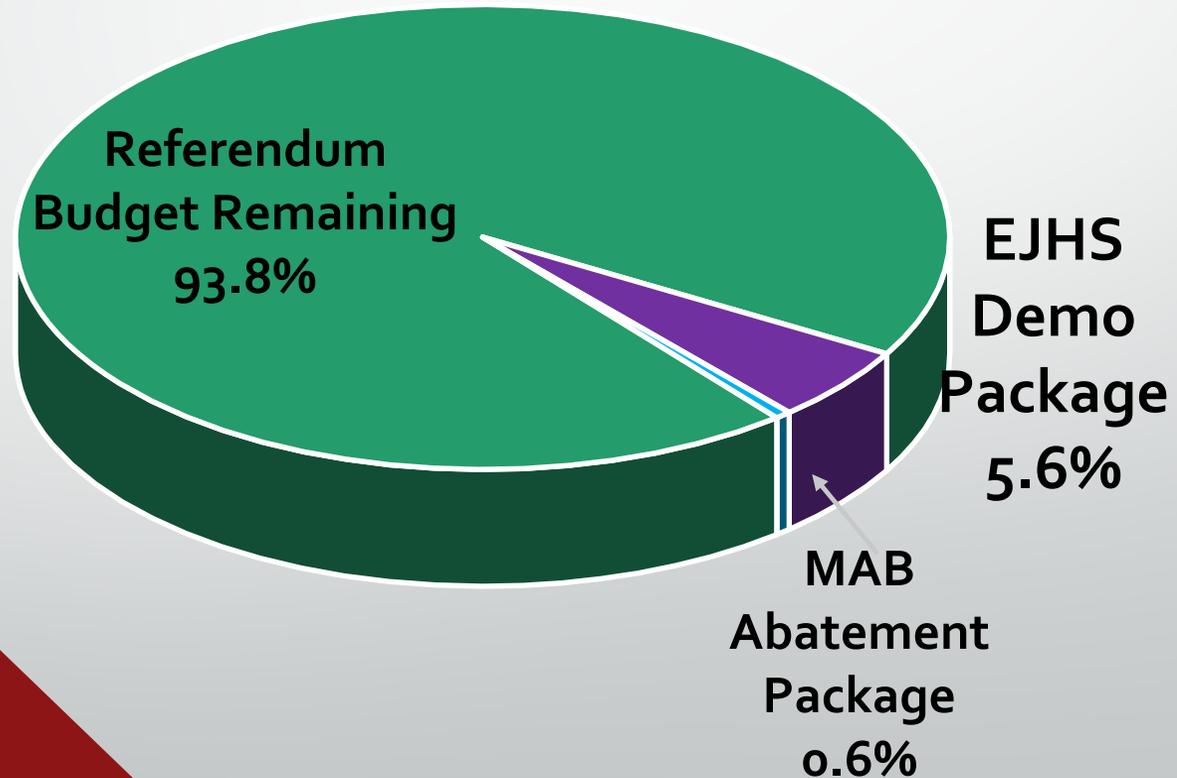
Manual Arts Building Abatement: \$44,000

Total Rock Ridge Demo Budget: \$7,500,000

MAB Percent of Total Demo Budget: 0.6%

Demo Estimate vs. Referendum Budget Comparison

- Referendum Demo Budget
- EJHS Demo Package
- MAB Abatement Package





Manual Arts Building Abatement Schedule

Pre Bid meeting (onsite, 2:00 pm)	26 May 2021
Bid Opening (KA Field Office @ 2:00pm)	02 June 2021
Board Approval	28-June-2021
Award Contract	29-June-21
Preconstruction Meeting	30-June-2021
Abatement	30 June– 14 July 2021



Project Overview:

1. Abate Asbestos & Hazardous Materials



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Conclusion

MAB Abatement Package

Section 03: Conclusion



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Board Approval

MAB Abatement Package

Manual Arts Building Abatement Package Approved?



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Questions

MAB Demo & Abatement Package

Questions (?)

#FIERCELY
UNITED



Timeline for 2021 General Election

First Tuesday After First Monday in November

November 2, 2021

		No later than:
Last day for school board to publish notice of filing period.	14 days before filing opens	July 13, 2021
Last day for school district to post notice of filing period.	10 days before filing opens	July 17, 2021
Candidate filing period for General Election.	Not less 98 to 84 days before the election	July 27, 2021 to August, 10, 2021
Last day for candidates to withdraw. Send candidate information to County Auditor(s).	5 p.m. 2 days after filing closes	August 12, 2021
Last day to adopt resolution calling General Election.	74 days prior to election	August 20, 2021
Last day to notify county auditors with written notice of General Election.	74 days prior to election	August 20, 2021
First day absentee ballots must be available for General Election.	46 days prior to election	September 17, 2021
Last day to preregister for General Election.	5 p.m. 21 days prior to election	October 12, 2021
Last day to publish first notice of General Election.	At least 14 days prior to election	October 19, 2021
Last day to post notice of General Election.	10 days prior to election	October 23, 2021
Campaign finance reports due if spent or received more than \$750, an initial report was filed, and the name is on the ballot.	10 days prior to election	October 23, 2021
Last day to publish second notice of November General Election.	At least 7 days prior to election	October 26, 2021
Last day to post sample ballot of November General Election.	At least 4 days prior to election	October 29, 2021
General Election Day. No public meetings or school events may be held between 6 p.m. and 8 p.m. Voting hours are 7 a.m. to 8 p.m.		November 2, 2021
Time period to canvass results of the General Election. Note that districts should NOT canvass on Veterans Day, Nov. 11.	3 to 10 days after election	November 5, 2021 to November 12, 2021
Last day for candidates to file Campaign Financial Report Certification of Filing form.	7 days after election	November 9, 2021
Time period for candidates to request a recount.	Up to 7 days after canvass period ends	November 12, 2021 to November 19, 2021
Time period to issue certificate of election. (IF candidate has filed the Campaign Financial Report Certification of Filing form, AND no recounts are requested.	Up to 7 days after recount period ends	November 19, 2021 to November 26, 2021
Time period for newly elected school district officers to file acceptance of office and oath forms.	Within 30 days of Receiving Certificate of Election	
Campaign finance reports due.	30 days after election	December 2, 2021
Terms begin for members elected at 2021 November Election.	First Monday in January After Election	January 3, 2021

Member _____ introduced the following resolution and called for its adoption:

**RESOLUTION CALLING SPECIAL ELECTION
TO FILL SCHOOL BOARD VACANCIES**

WHEREAS, a vacancy exists in the office of School Board member from District 1 with a term expiring the first Monday in January, 2023;

WHEREAS, a second vacancy exists in the office of School Board member from District 2 with a term expiring on the first Monday in January, 2023;

WHEREAS, Minnesota Statutes, section 123B.09, subdivision 5b, requires that a special election be held on or before November 2, 2021, for the purpose of electing one (1) member to fill a vacant seat on the School Board from District 1, and one (1) member to fill a vacant seat on the School Board from District 2, the term of each of which shall expire on January 2, 2023; and

WHEREAS, a person elected at the special election held pursuant to this resolution shall take office immediately after receiving the certificate of election, filing the bond, and taking the oath of office.

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 2909, Rock Ridge Public Schools, State of Minnesota, as follows:

1. A special election shall be held to elect one (1) member to fill a vacant seat on the School Board from District 1, and one (1) member to fill a vacant seat on the School Board from District 2, the term of each of which shall expire on January 2, 2023.

2. The special election shall be held on Tuesday, the 2nd day of November, 2021, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m. The date is a uniform election date specific in Minnesota Statutes, Section 205A.05.

3. Unless another election occurs within the School District on November 2, 2021, the School District combined polling places and the precincts served by those polling places, as previously established and designated by School Board resolution for School District elections not held on the day of a statewide election, are hereby designated for this special election. If any other election occurs within the School District on November 2, 2021, the precincts and polling places for this election in the areas conducting other elections, are those precincts and polling places designated by the cities, towns, or counties located in whole or in part within the School District for such election.

4. The clerk is hereby authorized and directed to cause written notice of said special election to be provided to the county auditor of each county in which the School District is located, in whole or in part, at least seventy-four (74) days before the date of said special election. The notice shall include the date of said special election and the offices to be voted on at said special election.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The clerk is hereby authorized and directed to cause notice of said special election to be posted at the administrative offices of the School District at least ten (10) days before the date of said election. The notice of election so posted and published shall state the time of the election, the location of each polling place, and the offices to be filled as set forth in the form of ballot below.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the School District at least four (4) days before the date of said election and to cause two sample ballots to be posted in each polling place or combined polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place or combined polling place shall reflect the offices, candidates and rotation sequence on the ballot used in that polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on Election Day.

5. Language in substantially the following form shall be used for the ballot for such special election on November 2, 2021:

**SCHOOL DISTRICT VACANCIES
SPECIAL ELECTION
INDEPENDENT SCHOOL DISTRICT NO. 2909
ROCK RIDGE PUBLIC SCHOOLS**

NOVEMBER 2, 2021

INSTRUCTIONS TO VOTERS

To vote, completely fill in the oval(s) next to your choice(s) like this: 

**SPECIAL ELECTION FOR SCHOOL BOARD MEMBER
DISTRICT 1
TO FILL VACANCY IN TERM EXPIRING JANUARY 2, 2023
VOTE FOR ONE**

- CANDIDATE V
 - CANDIDATE W
 - CANDIDATE X
 - _____
write-in, if any
-

**SPECIAL ELECTION FOR SCHOOL BOARD MEMBER
DISTRICT 2
TO FILL VACANCY IN TERM EXPIRING JANUARY 2, 2023
VOTE FOR ONE**

- CANDIDATE M
 - CANDIDATE N
 - CANDIDATE O
 - _____
write-in, if any
-

6. Optical scan ballots must be printed in black ink on white material, except that marks not to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The names of candidates to fill a vacancy who have filed an affidavit of candidacy must be listed on the ballot under the separate heading "Special Election for School Board Member to fill vacancy in term expiring January 2, 2023" for the District

number for which each candidate submitted an affidavit of candidacy. Their names must be listed as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

8. The name of each candidate to fill the vacancy in office at this general election shall be rotated with the names of the other candidates to fill the vacancy in office in the manner specified in Minnesota law.

9. The School District clerk shall make all Campaign Financial Reports required to be filed with the School District under Minnesota Statutes, Section 211A.02, available on the School District's website. The clerk must post the report on the School District's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The School District must make a report available on the School District's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

10. The School District clerk is hereby authorized and directed to take all necessary actions to ensure that this election is properly submitted to the electorate of the School District.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.



Rock Ridge Public
Schools
411 5th Avenue

Adopted: September 28, 2020

Revised: December 14, 2020

Revised: _____

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any

complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee,

the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.

- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization. The school board will allow a maximum of three (3) minutes speaking time for an individual or spokesperson for a group or organization during Visitor Input.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board and potentially removed from the meeting.

8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Visitor Input

The school board shall normally provide a specified period of time when persons may address the school board on agenda items only, subject to the limitations of this policy. If a person wishes to address a non-agenda item, a request must be submitted to the school board chair or superintendent in a timely manner and on an official form created by the district. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly. The school board will allow a maximum of three (3) minutes speaking time for an individual or spokesperson for a group or organization during Visitor Input.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: Policy 205 (Open Meetings and Closed Meetings)
Policy 207 (Public Hearings)
Policy 406 (Public and Private Personnel Data)
Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin "T" (School Records – Privacy – Access to Data)

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

2021-2022 Academic Year

This contract is by and between **Rock Ridge Public School District #2909, 411 South Fifth Avenue, Virginia, MN 55792**, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Vermilion Community College, 1900 East Camp Street, Ely, MN 55731** (hereinafter MINNESOTA STATE or COLLEGE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, the Concurrent Enrollment Program (CEP) is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options Program by system colleges and universities. Concurrent Enrollment allows high school students to enroll in college or university courses made available through the PSEO program offered at a high school site.

NOW, THEREFORE, it is agreed:

I. DUTIES OF COLLEGE. The College agrees to provide the following:

Vermilion Staff shall:

- Work cooperatively and in partnership with high school personnel and students to process admissions, registrations, and transcribing grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards
- Complete credential review process of high school instructors according to the requirements in Minnesota State Colleges and Universities Policy 3.32 (www.minnstate.edu/system/asa/academicaffairs/cfc/).
- Communicate student eligibility requirements to the school district.
- Provide the means for college readiness assessment testing for potential CEP students twice each academic year, in cooperation with DISTRICT guidance and counseling personnel.
- Make arrangements for students to take assessment tests on the college campus, when requested.
- Provide necessary registration, drop-add, and withdrawal information, and required forms.
- Provide students with information outlining student responsibilities (including their responsibility to communicate with their high school about their academic performance in CEP courses) and describing available academic and student support services, as well as Vermilion's student code of conduct, registration policies, transcript requests, and more. This information, in print or electronic form, may be provided to the high school for subsequent distribution to the students.
- Provide students and concurrent enrollment instructors with the same level of access to learning resources (libraries, laboratories, databases, etc.) and learning management systems as the college students and faculty in the same college course(s) or programs offered at the college campus.
- Register students into courses requested and for which pre-requisites have been met.
- Make appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Award college credit for successfully completed courses.
- Make grades available to students approximately three weeks after the semester ends.
- Maintain records documenting each CEP course, including course registrations, petitions, and grade records for high school students.
- Provide evaluation tools for the purpose of evaluating each college faculty collaborator, as well as the program in general.
- Provide student transcripts upon receipt of written request and fee payment.

Vermilion Faculty Collaborators shall:

- Support high school CEP teachers, giving additional time and attention to teachers new to the program.
- Initiate an orientation session with new high school teachers and initial contacts with experienced teachers at the time of the CEP assignment.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school teacher's use.
- Provide teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborate with the high school CEP teacher to clarify the approved college course outline and learning outcomes, and work collaboratively to create a course syllabus, assignments, grading, and assessments that are in alignment with the course outline.
- Collaborate with high school CEP teachers to assure that assessment meets college criteria.
- Provide college course lists and grade sheets to the high school CEP teacher.
- Visit the class during the semester to observe teaching and student response to instruction, meeting with the teacher after each classroom observation. Classes taught by high school CEP teachers who have taught the course previously will be visited once, while classes taught by high school CEP teachers who have not taught the course previously will be visited twice.
- Meet regularly (face-to-face, ITV, online, by telephone, etc.) with the high school CEP teacher and monitor assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college, and that students are held to college-level standards.
- Arrange to guest lecture twice during the semester for courses of both new and experienced CEP teachers, if requested in writing to do so by the high school teacher.
- Provide to the CEP coordinator and to the high school principal brief written reports of each meeting and a final written report at the end of the semester for each CEP course assigned.
- Review selected graded assignments, tests and papers.
- Confer with the high school CEP teacher not less than once per month and be available to the high school teacher by phone, e-mail, or other means.
- Extend to high school CEP teachers, invitations to participate in appropriate campus-based and/or program-specific faculty development activities.

II. DUTIES OF DISTRICT: The DISTRICT agrees to provide the following:

Ensure the following program logistics:

- By March 1 of each year, provide general information about the CEP to parents and all students in grades 8, 9, 10, and 11 enrolled in their high school.
- Anytime January-March, coordinate for assessment testing, as required.
- By April 1 of each year, return to the COLLEGE's CEP coordinator, the completed *Course Proposal Application* to request courses for the following academic year and to provide the start and end dates for both semesters of the high school calendar.
- Have each student new to CEP and potentially enrolling in a CEP course the following academic year complete the online application or a *Student Information Form*. (This is to be done several weeks prior to any assessment test given.) Completed forms are sent to the COLLEGE's CEP coordinator.
- By May 15 of each year for Fall Semester, and by December 1 of each year for Spring Semester, send enrollment lists to the COLLEGE'S CEP coordinator. Note the following:
 - (1) The enrollment list for each CEP course offered shall include the full name of each student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in a CEP course (see "Student Qualifications" section).
 - (2) In order to complete an assessment test, the student must complete the online application process, or provide a completed *Student Information Form*.
 - (3) In order to finalize registration for a course, the student must have met CEP program requirements and course pre-requisites, and provide a completed *Student-Parent Agreement Form*.
- By September 15 of each year, send to the COLLEGE's CEP coordinator, the completed *Student-Parent Agreement Forms*.

- Assist in student compliance with the Drop/Add and Withdrawal Policies (see “Other Provisions” section), sign off on forms as student advisor, and forward completed forms to the COLLEGE’s CEP coordinator.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CEP courses. This ensures that the students and their parents or guardian are fully aware of the risks and possible consequences of enrolling in CEP courses.
- Provide all textbooks and other instructional materials/equipment required for the course as these are described in the course syllabus.

Ensure the following course scheduling requirements:

- The maximum enrollment of a course with a CEP component is to be the same as it is for other, similarly structured courses in the high school, and the total enrollment (CEP students and non-CEP students combined) must not exceed the course maximum established by the providing COLLEGE.
- HIGH SCHOOLS will have the option to run courses with enrollment fewer than ten students, but only after consultation with and approval from the providing COLLEGE prior to the start of the semester.
- CEP courses should be scheduled at times not normally used for school sports and activities to minimize absences due to school related activities.

Ensure that each high school CEP teacher does the following:

- Creates a course syllabus for the CEP course in collaboration with the college faculty. This is to be completed and shared with the college collaborator no later than one month prior to the first day of the CEP course. This syllabus is to be provided to each student within a maximum of one week after the first class meeting. The syllabus needs to contain the components outlined in the COLLEGE’s *Concurrent Enrollment Course Syllabus Guidelines*, and other requirements as may be established by the DISTRICT.
- Provides the college faculty collaborator with documentation that ensures each CEP course is equivalent in content and rigor to the same course offered on the college campus. This documentation should include copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work, and C-level work. A student’s grade in a course is to be based on their academic performance on assignments and tests. Testing will cover the full curriculum of the course. The college faculty collaborator reserves the right to approve any mid-terms, as well as the final examination. If not approved, the college faculty collaborator must demonstrate that the exam does not evaluate at a college level and/or it is not consistent with the course outline.
- Confers with the college faculty collaborator not less than once per month by phone, e-mail, etc.
- Participates in professional development opportunities in keeping with NACEP accreditation requirements.
- Assists COLLEGE staff in administering course evaluations for each CEP course.
- Assigns final, whole letter grades to each student on the class list, which is provided by the college faculty collaborator. This completed grade sheet is to be signed and sent to the college faculty collaborator immediately after the semester ends.

Ensure the following program support:

- Schedules high school CEP teachers so that they are responsible for no more than two CEP courses per semester, unless approved by the Provost of the providing COLLEGE.

III. OTHER PROVISIONS.

The following is to be understood and agreed to by both the DISTRICT and COLLEGE:

Teacher Qualifications

- The minimum qualifications for CEP instructors shall be the system established credential fields and minimum qualifications for faculty, as designated in Minnesota State Board Policy 3.32 and System Procedure 3.32.1 College Faculty Credentialing. Exceptions to this requirement must fall under the provisions of the “Timeline & Approval Process for CEP Teacher Professional Development Plans” and the “Professional Development Plan for CEP Teachers” must be used (refer to documents, attached).
- The CEP DISTRICT shall forward a completed *High School CEP Teacher Application*, and the CEP high school instructor shall request official copies of transcripts be provided to the COLLEGE. Repeat teachers need to submit updated documentation if they further their education and earn credentials to teach in a different discipline.
- Each high school teacher selected to teach a CEP course requires the approval of the teacher’s principal and of the college based on the recommendations of its faculty.

Student Admissions Requirements

- Eligible students are juniors with a class rank in the upper one-third of their class and seniors with a class rank in the upper one-half of their class.
- If the high school does not keep class ranking, eligible students are juniors with a score at or above the 70th percentile on a nationally standardized, norm-referenced test and seniors with a score at or above the 50th percentile on a nationally standardized, norm-referenced test.
- If the high school does not keep class ranking and no standardized test score is available, eligible students are juniors with a GPA of 3.00 or better and seniors with a GPA of 2.50 or better. (This is pursuant to Minnesota State System Procedures Chapter 3.5.1 Part 2 Subpart A Number 3, which allows documentation other than that specified above).
- Potential CEP students must participate in assessment testing in reading, English (determined from reading assessment), and mathematics prior to course registration, and CEP students must place at or above college level in reading and English skills. (A student can take this assessment test up to twice each year.)
- Potential CEP students can also meet college-readiness admissions standards by achieving established minimum ACT, SAT, and/or MCA assessment scores.
- CEP students must meet the required prerequisites for each course in which they wish to enroll, before their course begins.
- A student who does not meet the admissions standards indicated above may petition for admission to the providing COLLEGE after an admissions review process. This decision is based upon a completed *Student Petition Form* which includes a signed statement by the high school principal. This statement needs to provide evidence of the student's readiness and ability to perform college-level work as well as the indication that the student could benefit from college courses and is recommended for admission.
- All student petitions will be reviewed in accordance to the procedures outlined in the providing the COLLEGE'S admissions review process.

Exceptions Requirements

- A high school that wishes to have a college offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to CEP students, may request approval for an exception from the provost of the college. The provost of the college shall approve or deny the request after the appropriate college consultation. Requests from high schools must be received by July 1 of each year for Fall Semester and December 1 of each year for Spring Semester.
- Enrollment of CEP students in a course will be greater than the enrollment of non-CEP students.
- Students may choose to be non-CEP students and not receive college credit, even if they are eligible and qualify for the CEP course.

Student Requirements

- Potential CEP students shall inform the high school by March 30 of each year of the student's intent to enroll in CEP courses during the following school year. (This is to assist in planning. A student is not bound by notifying or not notifying the district by this time.)
- Potential CEP students must complete an online application to Vermilion (or a *Student Information Form*) and they must return to their high school guidance counselor a completed *Student-Parent Agreement Form*.
- Potential CEP students must indicate the courses in which they intend to enroll by way of the high school's designated registration system.
- The COLLEGE's Drop-Add and Withdrawal Policy applies to enrolled CEP students. It is understood that adjustments will be made to the student's record by the COLLEGE's records office in accordance to the Drop/Add and Withdrawal policies outlined below.

Dropping and Adding a Course

Students may make a change(s) in their course schedules **only** through the fifth (5th) class day of the high school's calendar. Dropped classes do not appear on the student's transcript.

Withdrawal

Students may withdraw from courses after the fifth (5th) class day through the final date for official course withdrawal. The final date for official course withdrawal is the last day on which students may officially terminate their enrollment in a course, and shall be the date on which eighty percent (80%) of the days in the academic semester at the high school have elapsed. For courses not on a standard academic semester schedule, such as those courses "stretched" over both fall and spring semesters, the final date for official course withdrawal shall be established as the date on which eighty percent (80%) of the instructional days for the course have elapsed.

Grades of "W" for withdrawal will be recorded on the student's official transcript. No withdrawals from the courses may be made after the final date for official course withdrawal. Withdrawals that are not officially processed through the CEP coordinator and records office will be recorded on the student's permanent record with a grade of "F".

IV. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows according to the current systemwide pricing structure:

The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) for each CEP course offered by each teacher during a semester.

If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT.

If no CEP course is offered during the Academic Year, no yearly fee is due; however, the DISTRICT will need to pay any costs incurred by COLLEGE due to the administration of assessment tests. These costs include a per test fee, as well as mileage, food and lodging reimbursements (if applicable), and staff time administering and scoring the tests.

- B. Terms of Payment. Payment shall be made by DISTRICT within thirty (30) days after the COLLEGE has presented invoices for services performed to the DISTRICT. Invoices for course fees shall be calculated once each academic year with the invoice to be submitted to the appropriate high school no later than May 15.

- V. TERM OF CONTRACT. This contract shall be effective January 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

- VI. CANCELLATION. This contract may be cancelled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. Termination by the DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VII. AUTHORIZED REPRESENTATIVES.

- A. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

**Dr. Noel Schmidt (or his successor), Superintendent, Rock Ridge Public School District
#2909, 411 South Fifth Avenue, Virginia, MN 55792.**

- B. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this contract is:

**Christopher Koivisto (or his successor), Interim Provost, Vermilion Community College,
1900 East Camp Street, Ely, MN 55731.**

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this contract.

- VIII. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

- IX. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
- X. 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 STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
- XI. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond their own routine use of facilities, services, or other areas covered by the ADA.
- XII. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XIII. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE 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 MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE 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.

- XIII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIV. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XV. FORCE MAJEURE. No party to this contract shall be responsible for any delays or failure to perform any obligation under this contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, pandemic communicable outbreaks, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

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

APPROVED:

1. SCHOOL DISTRICT

By (authorized signature)
Title: Dr. Noel Schmidt, Superintendent, Rock Ridge Public School District #2909
Date

2. VERMILION COMMUNITY COLLEGE

By (authorized signature)
Title: Christopher Koivisto, Interim Provost, Vermilion Community College
Date

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between **Rock Ridge Public Schools, 411 South 5th Ave, Virginia MN 55792** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College, 2101 Trinity Road, Duluth, MN 55811** (hereinafter MINNESOTA STATE, LAKE SUPERIOR COLLEGE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2021 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).

There is no cost to the student.

- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses on October 30, 2021 with payment by DISTRICT due 30 days later.
- 4. TERM OF CONTRACT. This contract shall be effective on **April 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall remain in effect until **June 30, 2022** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- 1. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 2. AUTHORIZED REPRESENTATIVES.

- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Angie Williams
Title: Principal
Address: 411 South 5th Ave, Virginia MN 55792
Telephone: (218) 744-7707
E-Mail: angie.williams@rrps.org

- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Sanna Shields
Title: College in the Schools Coordinator
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-6910
E-Mail: sanna.shields@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 3. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 4. 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 STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
- 5. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

6. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

7. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE 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 MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE 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.

8. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

10. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) DocuSigned by: <i>Linda Kingston</i>
Title VP Academic and Student Affairs
Date 5/24/2021 9:14:57 AM CDT

2. DISTRICT: Rock Ridge Public Schools, ISD 2909

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) DocuSigned by: <i>Angie Williams</i>
Title Principal
Date 5/26/2021 8:41:05 AM CDT

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) DocuSigned by: <i>Nickoel Anderson</i>
Title Director of Business Services
Date 5/26/2021 9:42:20 AM CDT

Attachment A - 2021-2022 LSC CITS COURSES**Cost: \$18,000 (6 x \$3,000)**

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Course Title	Credits	HS Instructor	Term (s)
BIOL 1009	Forensic Biology	3	Tim Strasser	Spring
BIOL 1120	General Biology	4	Tim Strasser	Fall
HIST 1210	US History to 1877	3	Rebekah Deedrick	Fall
HIST 1220	US History since 1877	3	Rebekah Deedrick	Spring
MATH 1100	College Algebra	4	Tara Peshel	Fall
MATH 1130	Trigonometry	3	Tara Peshel	Spring

Eveleth-Gilbert High School

District Name	Rock Ridge Public Schools
District #	2909
CITS Contact	Charles Pillsbury
CITS Contact Email	charles.pillsbury@rrps.org
Principal	Principal Angie Williams
Principal Email	angie.williams@rrps.org
Superintendent	Superintendent Noel Schmidt
Superintendent Email	noel.schmidt@rrps.org

Certificate Of Completion

Envelope Id: 837616E7579445F8A9D84A4BDDCD56B1	Status: Completed
Subject: Please DocuSign: LSC - Eveleth AY2022 UPDATE 5.10.21.docx	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michael Francisco
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E Ste 350
	Saint Paul, MN 55101
	michael.francisco@lsc.edu
	IP Address: 204.77.44.52

Record Tracking

Status: Original	Holder: Michael Francisco	Location: DocuSign
5/24/2021 9:09:55 AM	michael.francisco@lsc.edu	

Signer Events

Linda Kingston
 linda.kingston@lsc.edu
 VP Academic and Student Affairs
 Lake Superior College
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

Timestamp

Sent: 5/24/2021 9:12:35 AM
 Viewed: 5/24/2021 9:14:49 AM
 Signed: 5/24/2021 9:14:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/24/2021 9:14:49 AM
 ID: a396e0b1-48e5-4de6-aa02-b8a4c1976e0f

Angie Williams
 angie.williams@rrps.org
 Principal
 Security Level: Email, Account Authentication (None)

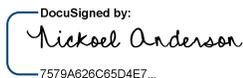
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 Signature Adoption: Pre-selected Style
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 Signed: 5/26/2021 8:41:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/26/2021 8:37:14 AM
 ID: 32efeabd-a12c-49e4-9cdb-b4a64b902ac4

Nickoel Anderson
 nickoel.anderson@lsc.edu
 Director of Business Services
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 7579A626C85D4E7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

Sent: 5/26/2021 8:41:06 AM
 Viewed: 5/26/2021 9:42:16 AM
 Signed: 5/26/2021 9:42:20 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/24/2021 9:12:35 AM
Certified Delivered	Security Checked	5/26/2021 9:42:16 AM
Signing Complete	Security Checked	5/26/2021 9:42:20 AM
Completed	Security Checked	5/26/2021 9:42:20 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

DONATION AGREEMENT

This Donation Agreement is entered into this ____ day of _____, 2021, by and between the City of Virginia (the “City”), and Independent School District No. 2909 (the “District”).

WHEREAS, the District owns and possesses a mural entitled “Mesabi Iron Range,” which was commissioned by the Virginia School Board in 1937 (the “Mural”);

WHEREAS, the Mural is currently on display at Roosevelt Elementary, located at 411 South 5th Avenue, Virginia, Minnesota (the “Site”);

WHEREAS, the District would like to donate the Mural to the City to facilitate the preservation of the Mural;

WHEREAS, the District and City desire to memorialize the District’s intent to donate the Mural, together with the conditions associated with the donation;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. **Transfer.** The District agrees to donate the Mural and the City agrees to accept and collect the Mural on the terms and conditions set forth herein. In consideration of the District’s transfer of the Mural to the City, the City shall perform all the City’s obligations hereunder.
2. **Collection.** The City shall collect the Mural on or before _____, 20___. Any and all costs associated with the City’s collection of the Mural from the Site, including any labor and/or transportation, shall be the sole responsibility of the City. The District has no obligation to inspect, protect, or otherwise actively facilitate the collection and transfer of the Mural to the City. Access to the Site shall be as directed by the District.
3. **Acknowledgment.** The City acknowledges that the City is accepting the Mural in “as is” condition with all faults and defects, latent or otherwise. The City expressly acknowledges that, in consideration of the agreement of the District herein, the District makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, quality, quantity, or fitness for a particular use or purpose, with respect to the Mural.
4. **Release and Indemnity.** In consideration for receipt of the Mural, the City will hereby forever release, waive, discharge, hold harmless and covenant not to sue the District, its board members, employees, agents, representatives, attorneys and insurers (“the Released Parties”), jointly and severally, from any and all liability, including any and all known or unknown claims, demands, injuries, damages, losses, liabilities, causes of action, suits, or judgments of any and every kind (including attorneys’ fees), arising from, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by the

City. To the extent allowed by law, the City agrees to defend and indemnify the Released Parties for any claims, demands, injuries, damages, losses, liabilities, causes of action, suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, Mural damage, or death that may be suffered as a result of or arising out of this Agreement or the City's inspection, collection, or use the Mural. This paragraph shall survive the expiration or termination of this Agreement.

5. Preservation of the Mural. The City shall strive to preserve the Mural and the historical significance it holds. To the extent necessary, the City agrees to cooperate with the Minnesota Historical Society, the Minnesota State Historic Preservation Office, and other entities and agencies to appropriately protect, preserve, and display the Mural, and its historical significance.

6. General Terms.

- a. This Agreement contains all terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. This Agreement shall be governed by the laws of the State of Minnesota.
- c. Neither this Agreement nor any of the rights, interests or obligations of the parties under this Agreement shall be assigned by any party (whether by operation of law or otherwise) without the prior written consent of the other party hereto.
- d. If any part of this Agreement is construed to be in violation of any law, the remaining portions shall remain in full force and effect.
- e. This Agreement may only be amended in a writing signed by both parties.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized representatives and shall be effective as of the Effective Date.

CITY OF VIRGINIA

**INDEPENDENT SCHOOL DISTRICT
NO. 2909**

Mayor

Board Chair

City Clerk

Board Clerk

Dated: _____

Dated: _____

2021-22 Health Insurance

Rock Ridge Public Schools sent out an RFP for Health Insurance. We received three bids that you can see below. The recommendation is to accept the low bid from the Northeast Service Cooperatives Insurance Pool (which was a Blue Cross/Blue Shield policy). There is significant savings to both the school district and the employees.

BID FROM NESC INSURANCE			2020-21	2021-22	
			Monthly Premium	Monthly Premium	% Change
POOL		Deductible			
BCBS 'J Plan'	Single		\$985.00	\$739.00	-25.0%
BCBS 'J Plan'	Family		\$2,626.00	\$1,969.50	-25.0%
BCBS VEBA Plan	Single	\$1,850.00	\$756.00	\$599.00	-20.8%
BCBS VEBA Plan	Family	\$3,700.00	\$2,017.50	\$1,572.00	-22.1%

*Second Year (2022-23) Rate Maximum Guarantee: 7.00%

BID FROM BC/BS DIRECTLY			2020-21	2021-22	
			Monthly Premium	Monthly Premium	% Change
		Deductible			
BCBS 'J Plan'	Single		\$985.00	\$752.21	-23.6%
BCBS 'J Plan'	Family		\$2,626.00	\$2,005.37	-23.6%
BCBS VEBA Plan	Single	\$1,850.00	\$756.00	\$597.64	-20.9%
BCBS VEBA Plan	Family	\$3,700.00	\$2,017.50	\$1,593.30	-21.0%

*Second Year (2022-23) Rate Maximum Guarantee: 5.50%

MN PEIP			2020-21	2021-22	
			Monthly Premium	Monthly Premium	% Change
		Deductible			
PEIP-ADVANTAGE	Single	Varies	\$1,013.02	\$1,030.14	1.7%
PEIP-ADVANTAGE	Family	Varies	\$2,704.54	\$2,750.44	1.7%
PEIP-VALUE	Single	Varies	\$910.58	\$923.84	1.5%
PEIP-VALUE	Family	Varies	\$2,431.14	\$2,466.62	1.5%
PEIP-HSA	Single	Varies	\$708.32	\$720.80	1.8%
PEIP-HSA	Family	Varies	\$1,891.10	\$1,924.54	1.8%

Insurance comparison year over year

EMC	<u>2020-21</u>		<u>2021-22</u>
	\$167,111.34	Property	\$186,780.98
	\$11,472.00	General Liability	\$11,623.00
	\$47,033.00	Auto	\$41,260.00
	\$34,229.64	Inland Marine, Umbrella, Etc.	\$35,868.00
	\$11,933.00	Builders Risk-EG Elem	\$11,933.00
	\$41,980.00	Builders Risk-High School	\$41,980.00

RAM	<u>2020-21</u>		<u>2021-22</u>
	\$179,113	Work Comp	\$218,912
	1.63	Experience Mod	1.85

CONDITIONAL



EMC Insurance Companies
PO Box 1252
Minneapolis, MN 55440-1252
www.emcins.com

**ROCK RIDGE PUBLIC SCHOOL
ISD 2909**

**411 S 5TH AVE
VIRGINIA, MN 55792-2768**

07/01/2021 to 07/01/2022

Prepared on 05/07/2021

Quote Valid Through 07/01/2021

Account Summary

**Quote Account Number: X399413
Option 002**

Prior Account Number: 5X32819

Commercial Property (A-02)		\$	186,780.98
General Liability (Occurrence) (D-04)		\$	11,623.00
Linebacker - Claims Made (K-02)		\$	8,785.00
CyberSolutions (Q-01)		\$	2,781.00
Data Compromise and Identity Recovery Premium	1,550.00		
Cyber Premium	1,231.00		
Govt Crime/Fidelity ISO Package (S-01)		\$	1,390.00
Commercial Inland Marine (C-01)		\$	63,794.00
Business Auto (E-04)		\$	41,260.00
Commercial Umbrella (J-05)		\$	13,031.00
Total Account Premium Estimate		\$	329,444.98

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Range Reliable Agency, Inc.
PO Box 941
Virginia, MN 55792-0941
218-749-8340

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

THIS INFORMATION PAGE, WITH THE POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, COMPLETES THE BELOW NUMBERED POLICY AND REPLACES ANY PREVIOUSLY ISSUED INFORMATION PAGES

WC 240569.01

STANDARD WORKERS' COMPENSATION
AND EMPLOYER'S LIABILITY POLICY

05/27/21

1. NAMED INSURED:

ROCK RIDGE PUBLIC SCHOOL
ISD #2909
411 S 5TH AVE
VIRGINIA, MN 55792

COVERAGES PROVIDED BY:

RAM MUTUAL INSURANCE COMPANY
PO BOX 308
ESKO, MN 55733-0308

INSURED IS A NON-PROFIT
MN ID#
FEIN# 85-1299384
UI# 5197524000
NAICS#
PHONE#

AGENT: 3680
RANGE RELIABLE AGENCY INC
131 8TH STREET
PO Box 941
VIRGINIA, MN 55792
PHONE# 218-749-8340

2. POLICY PERIOD: 07/01/21 TO 07/01/22

(At 12:01 A.M. Standard Time at your mailing address above)

PREMIUM: DIRECT BILLED - MONTHLY (a service charge will be included in each installment)
MINIMUM ESTIMATED ANNUAL
500.00 218,912.00

3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF THE STATE OF MINNESOTA.

3B. LIMIT OF LIABILITY FOR PART TWO:

SUBJECT TO ALL TERMS OF THIS POLICY HAVING REFERENCE THERETO.

BODILY INJURY BY ACCIDENT 1,000,000 (EACH ACCIDENT)
BODILY INJURY BY DISEASE 1,000,000 (POLICY LIMIT)
BODILY INJURY BY DISEASE 1,000,000 (EACH EMPLOYEE)

3C. OTHER STATES INSURANCE:

PART THREE OF THIS POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE:

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE CLASSIFICATION	PREMIUM BASIS	RATE	ESTIMATED
			ANNUAL PREMIUM
0064 PREMIUM DISCOUNT	0	0.00	-25,202.00
9807 EMPLOYER'S LIABILITY	0	0.00	3,852.00
9898 EXPERIENCE MODIFICATION	0	1.85	166,968.00
0174 MN SPECIAL COMPENSATION FUND	0	4.00	7,703.00
7382 BUS DRIVERS	530,899	5.09	27,023.00
8385 BUS CO-GARAGE EMPLOYEES	93,902	4.75	4,460.00
8868 SCHOOL - PROFESSIONAL EMPLOYEES & C	16,714,227	0.50	83,571.00
9101 SCHOOL - ALL OTHER EMPLOYEES	1,617,016	4.56	73,736.00
9740 TERRORISM RISK INSURANCE ACT	18,956,044	0.02	3,791.00
9887 CREDIT MODIFIER	0	0.65	-127,190.00
9757 AUDIT NONCOMPLIANCE CHARGE	0	0.00	0.00
0900 EXPENSE CONSTANT	0	0.00	200.00

CONTINUED

WC 240569.01

STANDARD WORKERS' COMPENSATION
AND EMPLOYER'S LIABILITY POLICY

05/27/21

NAMED INSURED
ROCK RIDGE PUBLIC SCHOOL

Your policy is subject to the forms listed below. If this is a renewal or an endorsement, only the new or revised forms are attached. Current policy forms are available upon request.

FORMS:

Form#	Edition	Description
WC000000C	01-15	Workers' Compensation and Employers' Liability Insurance Policy
WC220601D	08-06	Minnesota Cancellation/Nonrenewal Endorsement
WC220000A	11-03	Minnesota Amendatory Endorsement
WC000419	01-01	Policy Premium Due Date Endorsement
*WC000422C	01-21	Terrorism Risk Ins Reauthorization Disclosure
WC000424	01-17	Audit Noncompliance Charge Endorsement
*WC000414A	01-19	Notification Of Change In Ownership Endorsement

Emod

2021	1.85
2020	1.63
2019	1.41
2018	1.11
2017	0.88

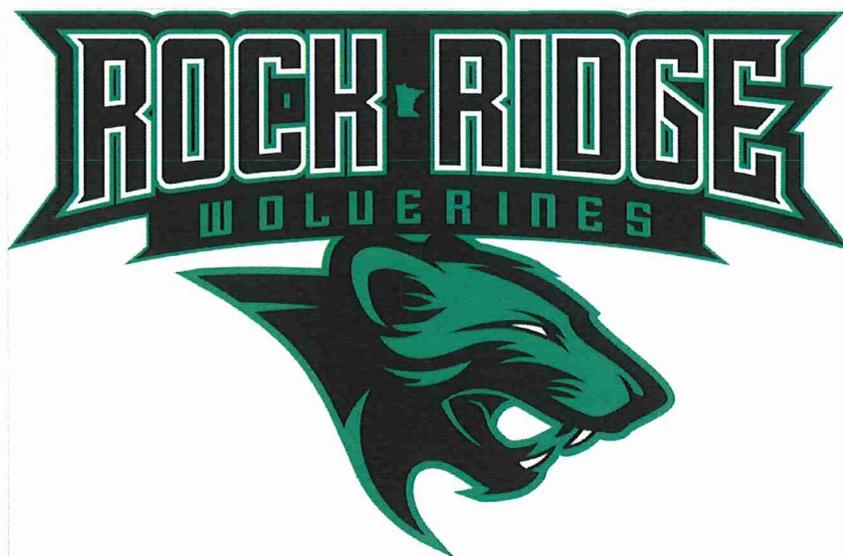
2021 Renewal up 16%
- Emod up 22%

ROCK RIDGE PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT #2909

2021-22 PROPOSED BUDGET

PRESENTED TO THE SCHOOL BOARD
JUNE 28, 2021



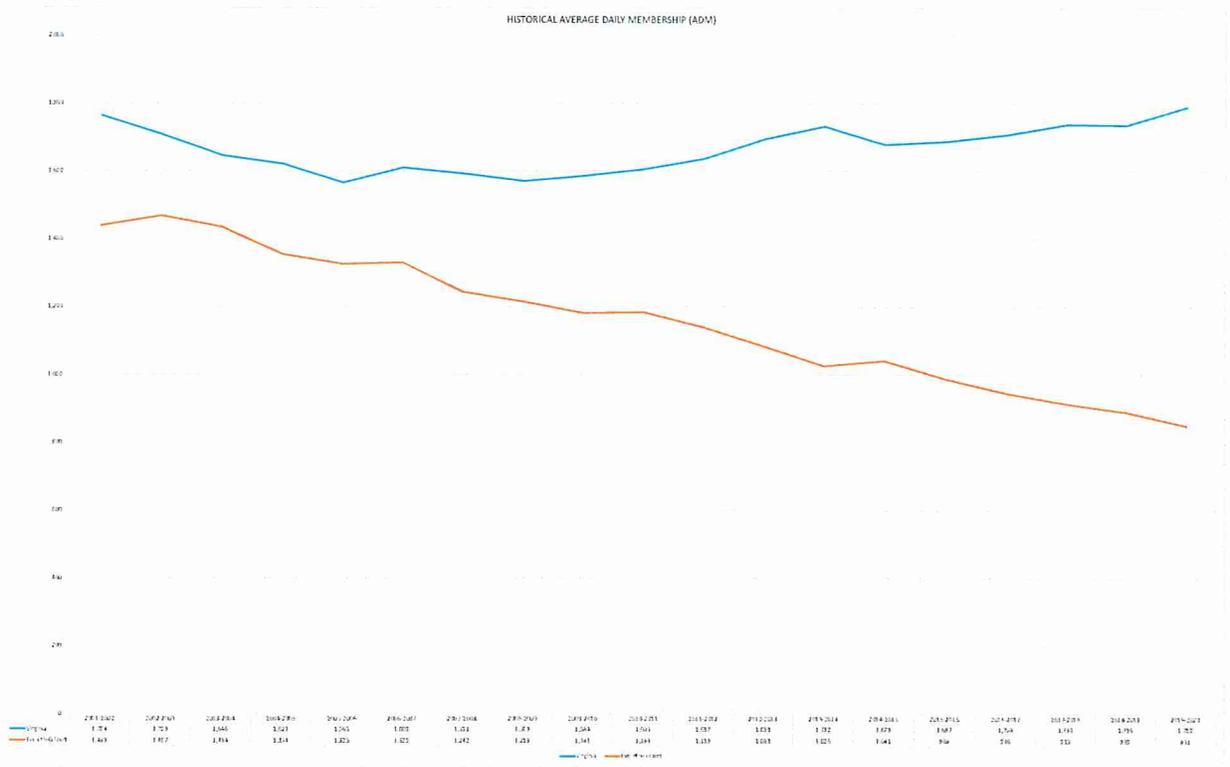
2020-21 PROPOSED BUDGET ASSUMPTIONS

1. STUDENTS: We projected Average Daily Membership for 2021-22 using reports from the MN Department of Education that shows the average number of students that a school retains going from kindergarten to 1st grade, 2nd grade to 3rd, and so on. We used the three-year average of retainage by each old school district. To get an average retainage for Rock Ridge, we used 66.6% of the Virginia retainage percent and 33.4% of the Eveleth-Gilbert retainage percentage to come up with an estimated Rock Ridge retainage percentage.

The 2021-22 estimated students are a decrease of 108 students from the adopted FY21 Budget and a decrease of 56 or 2.3% from actual FY21.

ROCK RIDGE ESTIMATED ENROLLMENT							
2020-21 Total Rock Ridge Schools				Avg Retain			
	Budget	02/01/21	Difference	Retain E-G	Retain Va	3-yr Avg Retainage	2021-22 Estimate
Gr K	148.0	160.0	12.0				150.0
Gr 1	210.0	190.0	(20.0)	94.3%	97.9%	96.7%	155.0
Gr 2	194.0	180.0	(14.0)	99.4%	97.9%	98.4%	187.0
Gr 3	166.0	166.0	0.0	99.1%	98.5%	98.7%	178.0
Gr 4	211.0	199.0	(12.0)	98.1%	98.9%	98.6%	164.0
Gr 5	194.0	195.0	1.0	101.2%	98.8%	99.6%	198.0
Gr 6	182.0	180.0	(2.0)	95.7%	99.3%	98.1%	191.0
Gr 7	240.0	239.0	(1.0)	99.1%	107.3%	104.5%	188.0
Gr 8	199.0	199.0	0.0	98.7%	98.6%	98.6%	236.0
Gr 9	217.0	213.0	(4.0)	95.3%	100.1%	98.5%	196.0
Gr 10	195.0	191.0	(4.0)	95.7%	94.9%	95.2%	203.0
Gr 11	164.0	161.0	(3.0)	96.8%	97.3%	97.1%	186.0
Gr 12	175.0	170.0	(5.0)	99.9%	94.5%	96.3%	155.0
Gr K-12	2,495.0	2,443.0	(52.0)				2,387.0
Pupil Units	2,733.0	2,677.6	(55.4)				2,619.8

Historical Average Daily Membership



2. Elementary Class Size – Budget Options D

Kindergarten	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	40.0	2.0	20.0
Virginia Campus	110.0	6.0	18.3
District Wide	150.0	8.0	18.8

1st Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	43.0	2.0	21.5
Virginia Campus	112.0	5.0	22.4
District Wide	155.0	7.0	22.1

2nd Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	71.0	3.0	23.7
Virginia Campus	116.0	5.0	23.2
District Wide	187.0	8.0	23.4

3rd Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	55.0	3.0	18.3
Virginia Campus	123.0	6.0	20.5
District Wide	178.0	9.0	19.8

4th Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	56.0	3.0	18.7
Virginia Campus	108.0	5.0	21.6
District Wide	164.0	8.0	20.5

5th Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	53.0	2.0	26.5
Virginia Campus	145.0	6.0	24.2
District Wide	198.0	8.0	24.8

6th Grade	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	61.0	3.0	20.3
Virginia Campus	130.0	5.0	26.0
District Wide	191.0	8.0	23.9

Total K-6	<u>Students</u>	<u>FTE</u>	<u>Avg Class</u>
Eveleth-Gilbert Campus	379.0	18.0	21.1
Virginia Campus	844.0	38.0	22.2
District Wide	1,223.0	56.0	21.8

3. REVENUE ASSUMPTIONS: We are using the assumption that the MN Department of Education Basic Aid formula will increase by 1%. These budget options also use the majority of Esser II federal stimulus dollars (\$1,989,964) and part of Esser III federal stimulus dollars (\$4,469,177) to lessen the need for expense reductions.
4. EXPENSE ASSUMPTIONS: We are estimating employee contract settlements/mergers to cost an additional \$1,000,000 over FY21 costs. Other Expense changes can be seen in the attached budget options.
5. FUND 02 FOOD SERVICE, FUND04 COMMUNITY EDUCATION, FUND 07 DEBT SERVICE, FUND 08 SCHOLARSHIP: We are estimating that all these funds will remain the same as they were in FY21 for now. After the legislative session has adjourned and we have more information, we will bring a revised budget to the board with any necessary changes to the budget.
6. SEE ATTACHED BUDGET OPTIONS: On the next page, I have also included an overall revenue and expense budget by fund example. I will update this sheet again after the board approves a budget.

2021-22 DRAFT Budget OPTION D

As of 06/28/2021

Rock Ridge Revenue

	<u>2021-22</u>
	<u>Rock Ridge</u>
Fund 01/03/05 - General	\$36,564,188
Fund 02 - Food Service	\$1,282,960
Fund 04 - Community Ed	\$896,846
Fund 07 - Debt Service	\$12,142,954
Fund 08 - Scholarships	\$4,000
Fund 45 - OPEB	\$140,000
Fund 47 - OPEB Debt	\$782,908
Total All Funds	<u>\$51,813,857</u>

Rock Ridge Expenditures

	<u>2021-22</u>
	<u>Rock Ridge</u>
Fund 01/03/05 - General	\$36,549,175
Fund 02 - Food Service	\$1,282,960
Fund 04 - Community Ed	\$960,474
Fund 07 - Debt Service	\$11,564,550
Fund 08 - Scholarships	\$15,150
Fund 45 - OPEB	\$40,000
Fund 47 - OPEB Debt	\$805,070
Total All Funds	<u>\$51,217,379</u>

Net

	<u>2021-22</u>
	<u>Rock Ridge</u>
Fund 01/03/05 - General	\$15,014
Fund 02 - Food Service	\$0
Fund 04 - Community Ed	(\$63,628)
Fund 07 - Debt Service	\$578,404
Fund 08 - Scholarships	(\$11,150)
Fund 45 - OPEB	\$100,000
Fund 47 - OPEB Debt	(\$22,162)
Total All Funds	<u>\$596,478</u>

ROCK RIDGE PUBLIC SCHOOLS
PRELIMINARY BUDGET INFORMATION
JUNE 28, 2021

ASSUMPTIONS:
STUDENTS: Decrease of 108 from FY21 Adopted (decrease of 56 from today)
150 Kgn Students

MDE Basic Aid Formula Increase; Assume a 1% increase in Aid
EMPLOYEE CONTRACT SETTLEMENTS/MERGERS: Estimated \$1,000,000

GENERAL ED REVENUE	March 22, 2021		May 24, 2021	
	Adopted 2020-21	Revised 2020-21	0% Increase 2021-22	If 1% Increase 2021-22
BASIC	\$18,332,503	\$17,968,691	\$17,589,118	\$17,765,010
DECLINING ENROLL	\$1,417,879	\$243,746	\$350,026	\$353,527
PENSION	\$82,201	\$82,201	\$82,201	\$82,201
GIFTED & TALENT	\$36,291	\$35,571	\$34,819	\$34,819
EXTENDED TIME	\$0	\$0	\$0	\$0
BASIC SKILLS	\$1,147,544	\$1,147,544	\$842,814	\$842,814
SMALL SCHOOLS	\$0	\$0	\$0	\$0
SPARSITY	\$0	\$0	\$0	\$0
TRANSN SPARS	\$417,681	\$409,392	\$400,744	\$404,761
OPER CAPITAL	\$658,094	\$645,034	\$631,408	\$631,408
LOCAL OPTIONAL	\$1,901,231	\$1,861,121	\$1,819,274	\$1,819,274
EQUITY	\$437,480	\$426,798	\$419,740	\$409,864
TRANSITION	\$6,281	\$6,156	\$6,026	\$6,026
REFERENDUM	\$529,485	\$518,977	\$508,014	\$508,014
ALT ATT ADJ	\$0	\$0	\$0	\$0
TOTAL	\$23,690,669	\$23,347,231	\$22,684,186	\$22,857,718
Decrease in Revenue from Adopted		(\$343,437)	(\$1,006,483)	(\$832,951)
Contract Settlement Expense Increases (Est)		\$1,000,000	\$1,000,000	\$1,000,000

Total initial working deficit **(\$2,006,483)** **(\$1,832,951)**

Revenue Changes
New Revenue: Esser II Estimated Funds \$2,319,357
Esser III Funds \$1,989,964
Additional General Ed Revenue per 1.0 Adjusted Pupil Unit (Est) (\$8,500/student)

Expense Changes
Expense Reductions
0.40 FTE Administration Reduction (\$25,000) (\$25,000) (\$25,000)
4.00 FTE Elementary Classroom Teacher Reduction (2.0 from retirements) (\$281,000) (\$281,000) (\$281,000)
0.80 FTE Elementary Gifted & Talented Teacher Reduction (\$80,000) (\$80,000) (\$80,000)
0.60 FTE High School Classroom Teacher Reduction (\$99,000) (\$99,000) (\$99,000)
2.00 FTE Maintenance Staff Reduction (from retirements) (\$167,000) (\$167,000) (\$167,000)
2.00 FTE Paraprofessional Reduction (\$30,000) (\$30,000) (\$30,000)
1.00 FTE Special Education Teacher Reduction (\$21,000) (\$21,000) (\$21,000)
2.00 FTE Teacher Reduction (\$170,000) (\$170,000)

Early Childhood Classes (free to families) \$225,000 \$225,000
Potential Teachers Grievance payout \$150,000 \$150,000
Savings from closing the Gilbert Campus \$80,000 \$80,000
One Additional School Bus (Total of 3 new buses) \$500,000 \$500,000
Curriculum Costs
Title I Grant - Eliminate all Title I Hourly Paid Teachers
Title I Grant - Add 2.0 FTE Teacher Interventionists in Math & Reading
Added to / (Subtract from) Fund Balance \$640,874 \$75,014

Estimated Remaining New Revenue: Esser III Funds \$4,469,177
Reductions Needed (Working Deficit) (\$2,006,483) (\$1,832,951)
Net Reductions Made (Reductions + Early Childhood + Curriculum) (\$478,000) (\$148,000)
Long-Term Reductions needed when Esser runs out: (\$1,528,483) (\$1,684,951)

GENERAL ED REVENUE	June 14, 2021							
	Option A 2021-22	If 1% Increase 2021-22	Option B 2021-22	If 1% Increase 2021-22	Option C 2021-22	If 1% Increase 2021-22	Option D 2021-22	If 1% Increase 2021-22
BASIC	\$17,765,010	\$17,765,010	\$17,765,010	\$17,765,010	\$17,765,010	\$17,765,010	\$17,765,010	\$17,765,010
DECLINING ENROLL	\$353,527	\$353,527	\$353,527	\$353,527	\$353,527	\$353,527	\$353,527	\$353,527
PENSION	\$82,201	\$82,201	\$82,201	\$82,201	\$82,201	\$82,201	\$82,201	\$82,201
GIFTED & TALENT	\$34,819	\$34,819	\$34,819	\$34,819	\$34,819	\$34,819	\$34,819	\$34,819
EXTENDED TIME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BASIC SKILLS	\$842,814	\$842,814	\$842,814	\$842,814	\$842,814	\$842,814	\$842,814	\$842,814
SMALL SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPARSITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSN SPARS	\$404,761	\$404,761	\$404,761	\$404,761	\$404,761	\$404,761	\$404,761	\$404,761
OPER CAPITAL	\$631,408	\$631,408	\$631,408	\$631,408	\$631,408	\$631,408	\$631,408	\$631,408
LOCAL OPTIONAL	\$1,819,274	\$1,819,274	\$1,819,274	\$1,819,274	\$1,819,274	\$1,819,274	\$1,819,274	\$1,819,274
EQUITY	\$409,864	\$409,864	\$409,864	\$409,864	\$409,864	\$409,864	\$409,864	\$409,864
TRANSITION	\$6,026	\$6,026	\$6,026	\$6,026	\$6,026	\$6,026	\$6,026	\$6,026
REFERENDUM	\$508,014	\$508,014	\$508,014	\$508,014	\$508,014	\$508,014	\$508,014	\$508,014
ALT ATT ADJ	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$22,857,718	\$22,857,718	\$22,857,718	\$22,857,718	\$22,857,718	\$22,857,718	\$22,857,718	\$22,857,718
Decrease in Revenue from Adopted		(\$332,951)		(\$332,951)		(\$332,951)		(\$332,951)
Contract Settlement Expense Increases (Est)		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000

Total initial working deficit **(\$1,832,951)** **(\$1,832,951)** **(\$1,832,951)** **(\$1,832,951)**

Revenue Changes
New Revenue: Esser II Estimated Funds \$1,989,964
Esser III Funds \$1,989,964
Additional General Ed Revenue per 1.0 Adjusted Pupil Unit (Est)

Expense Changes
Expense Reductions
0.40 FTE Administration Reduction (\$25,000) (\$25,000) (\$25,000)
4.00 FTE Elementary Classroom Teacher Reduction (1.0 from retirement) (\$281,000) (\$281,000) (\$281,000)
0.80 FTE Elementary Gifted & Talented Teacher Reduction (\$80,000) (\$80,000) (\$80,000)
0.60 FTE High School Classroom Teacher Reduction (1.0 from retirement) (\$99,000) (\$99,000) (\$99,000)
2.00 FTE Maintenance Staff Reduction (from retirements) (\$167,000) (\$167,000) (\$167,000)
2.00 FTE Paraprofessional Reduction (\$30,000) (\$30,000) (\$30,000)
2.00 FTE Special Education Teacher Reduction (\$61,000) (\$61,000) (\$61,000)
2.00 FTE Teacher Reduction (\$123,000) (\$123,000) (\$123,000)

Early Childhood Classes (free to families) \$225,000 \$225,000
Potential Teachers Grievance payout \$80,000 \$80,000
Savings from closing the Gilbert Campus \$80,000 \$80,000
One Additional School Bus (Total of 3 new buses) \$404,174 \$404,174
Curriculum Costs \$500,000 \$500,000
Title I Grant - Eliminate all Title I Hourly Paid Teachers
Title I Grant - Add 2.0 FTE Teacher Interventionists in Math & Reading
Added to / (Subtract from) Fund Balance \$138,014 \$138,014 \$190,840 \$15,014

Estimated Remaining New Revenue: Esser III Funds \$4,469,177
Reductions Needed (Working Deficit) (\$1,832,951) (\$1,832,951) (\$1,832,951) (\$1,832,951)
Net Reductions Made (Reductions + Early Childhood + Curriculum) (\$141,000) (\$141,000) (\$113,826) (\$18,000)
Long-Term Reductions needed when Esser runs out: (\$1,691,951) (\$1,691,951) (\$1,719,125) (\$1,814,951)

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 2909
ROCK RIDGE SCHOOL DISTRICT, EVELETH, GILBERT, & VIRGINIA MINNESOTA



and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65, AFL-CIO
LOCAL UNION NO. 3



REPRESENTING:
LOCAL UNION # 3

7/1/2021 to 6/30/2023

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AGREEMENT

THIS AGREEMENT is entered into between Independent School District No. 2909, Rock Ridge, Eveleth, Gilbert, & Virginia Minnesota, hereinafter referred to as the School District, and Minnesota Council #65, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local Union No. 3, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all non-certificated employees covered by this Agreement and during the duration of this Agreement, excluding elective officials, superintendent of schools, principals, teachers, supervisors, and confidential employees, as per certification by the State of Minnesota, Bureau of Mediation Services.

ARTICLE 1 RECOGNITION

Section A. Exclusive Representative:

In accordance with the PELRA, the School District recognizes Minnesota Council 65, AFL-CIO #3 as the Exclusive Representative for non-certificated employees employed by the School District, which, as exclusive representative, shall have those rights and duties prescribed by the PELRA and as described by the provisions of this Agreement.

Section B. Appropriate Unit:

The Exclusive Representative shall represent all such employees of the district contained in the appropriate unit as defined in Article 3, Section B of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

For purposes of this Agreement, the term Minnesota Council 65, AFSCME, AFL-CIO Local #3 shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, superintendent's secretary, foreman, business office coordinator, essential employees, part-time employees whose services do not exceed 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Section C. Seniority:

Full-time employee's seniority standing shall be granted to all public employees who work 30 hours per week or more who are eligible to be covered under this Agreement as defined in the Recognition Clause.

Section D. Non-Discrimination:

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms of this Agreement. No discrimination shall be exercised against any employee because of Union membership, race, creed, sex, age, or disability.

**ARTICLE 2
DEFINITIONS**

Section A. Terms and Conditions:

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

Section B. Appropriate Unit:

See Article 1, Section B for definition.

Section C. School District:

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section D. Spouse/Domestic Partner:

For purposes of administering this Agreement, the term "Spouse" or "Domestic Partner" shall mean anyone legally recognized by the state of Minnesota.

Section E. Full-Time Employees:

Full-time employees are those employees who, after 67 working days, are regularly scheduled 30 hours per week.

Section F. Part-time Employees:

Part-time employees are those employees who, after 67 working days, are regularly scheduled from 14 hours to less than 30 hours per week.

Section G. Qualified Public Employees:

Qualified public employees are those employees who, after 67 working days, are regularly scheduled more than 14 hours per week.

Section H. Temporary Employees

Temporary employees are those employees who are normally scheduled to replace a regular employee who is on a District-approved leave of absence. A temporary employee shall be defined as one who is hired for a limited, short-term period of more than fifteen (15) workdays duration.

Section I. Pro Rata:

Pro rata shall be defined as based on 2080 hours. Pro rata shall be any part or percentage thereof. For the purposes of calculation of benefits for part-time employees, divide hours worked by 2080.

Section J. Transfer:

Transfer shall be defined as a change in assignment within the job classification and may only be exercised when a vacancy exists within that job classification.

Section K. Immediate family member:

"Immediate family member" means a spouse, domestic partner, child, sibling, a parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, in-laws, and adoptive relationships.

Section L. Other Terms:

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

**ARTICLE 3
SCHOOL BOARD RIGHTS**

Section A. Inherent Managerial Rights:

The School District retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology or contractual services; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any other inherent managerial function not specifically limited by this Agreement.

The School District has and retains the sole and exclusive authority and discretion over the establishment, creation, and modification of any and all work schedules.

**ARTICLE 4
EMPLOYEE RIGHTS**

Section A. Request for Dues Check-Off:

The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the PELRA. The School District shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other Union approved, and employee authorized deductions. Employees shall indicate their desire for dues deduction and other Union approved deductions by submitting a signed dues authorization card to the Union. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in two equal installments, beginning with the first pay period in July and to transmit to Council No. 65 offices the total amount so deducted, together

with a list of names of the employees from whose pay deductions were made. Deductions may be terminated by the employee by giving thirty (30) days written notice to AFSCME Council 65, after which AFSCME Council 65 shall notify the Business Office to stop deductions.

Section B. Fair Share Fee:

The School District will not deduct any fair share fees from an employee's paycheck unless and until the employee has provided a written authorization specifically authorizing the deduction of fair share fees from his or her paycheck.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of union dues or the fair share fees specified by the exclusive representative as provided herein.

**ARTICLE 5
HOURS OF WORK**

Section A. Regular Hours, Compensatory Time:

The regular hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week. Compensation for authorized overtime shall be at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall have the option of taking overtime worked as compensatory time off at the rate of one and one-half (1-1/2) for each hour worked if mutually agreed by administration. The compensatory time will be limited to 40 hours per year by June 30th of the following school year for which it is earned.

The normal work week shall be five consecutive workdays, Monday through Friday. Employees must be given 10-day notice of a schedule change.

Section B. Temporary Assignments

An employee temporarily assigned to work in a higher paid classification shall be compensated at the rate of pay for the time actually spent in the performance of the higher classification. When an employee is temporarily assigned (did not volunteer for) in a lower rate classification, it will still carry the regular rate and not the lower rate of pay.

Section C. Reassignment of Custodians for Operational Needs

The Employer reserves the right to reassign a custodian to buildings as necessary to efficiently manage the operational needs of the District. Reassignments will not be for arbitrary or capricious reasons.

Section D. Longevity:

Longevity increment will be allowed to full-time employees at the rate of four percent (4%) after ten (10) years; six percent (6%) after fifteen (15) years; and seven percent (7%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer.

This will be based on years of continuous service. Qualifying time in service means all part-time and full-time service with the employer.

Longevity increment will be allowed to all part-time employees at the rate of two percent (2%) after ten (10) years; three percent (3%) after fifteen (15) years; and three- and one-half percent (3.5%) after twenty (20) years, on the employee's anniversary date of qualifying time in service with the Employer. This will be based on years of part-time continuous service. An employee who worked full-time and then went to part-time work shall receive credit for all full-time work in determining years of service as a part-time employee.

Section E. Work Assignments:

Work Assignments and the division of work duties are at the discretion of the District, recognizing the ability and reasonable workload of the employee.

Section F. Shift Differential:

A shift differential of \$100 per month for the nine-month school year shall be paid to all employees regularly assigned to the afternoon shift or to their replacements in the event of absence, provided the replacement is assigned the afternoon shift for one (1) full week or more and further provided that the replacement shall receive the shift differential on a pro-rata basis for the week(s) assigned to the afternoon shift. This differential shall apply to any eight (8) hour shift starting at or after 1:00 p.m., Monday through Friday.

Section G. Call Out During Non-Regular Hours:

Employees who are called out to work on other than their regular scheduled shift or who are scheduled to work overtime for hours that are not consecutive with their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1 ½) rates.

Section H. Inclement Weather:

When schools are closed due to inclement weather or for other reasons whereby the Superintendent closes school, paraprofessionals and part-time employees shall not be required to report for duty and will not be in paid status. All paraprofessionals and part-time employees may have the option to use vacation or personal leave. If an employee opts to use vacation hours, those hours shall not count toward the maximum of 5 days allowed for use during the school year.

Section I. Mandatory School Closing:

Any employee required by the District to work on a "mandatory Governor school closing" shall receive an additional day off scheduled by mutual agreement between the employee and his supervisor.

Section J. Coaching:

Employees who are coaching or directing an ISD 2909 student activity shall be granted leave to attend scheduled games or events for the extra-curricular group they coach/direct without deducting from their paid time off under management's approval.

Section K. Break Times:

Subd.1. Lunch. Day shift employees shall be provided a duty-free lunch period of 30 minutes. The lunch break shall not be considered part of the workday.

Subd.2. Day Breaks. Day shift breaks may be taken on the Employer's time when such breaks may be enjoyed without undue interruption of service. In any event, breaks shall not be taken until after two (2) hours of work and shall not exceed thirty (30) minutes per eight-hour shift from the time work is stopped until the time work is resumed.

Subd.3. Day shift employees shall leave the school property only during their designated lunch break or as directed by their immediate supervisor, unless an emergency arises.

Subd.4. Afternoon Lunch Break. Afternoon shift employees shall be provided a lunch break(s) of 30 minutes maximum in lieu of day breaks. The lunch break shall be considered part of the workday.

Section L. Other Job Classification Overtime

Custodial overtime shall be offered to employees within the department based on building assignment. Rotation shall follow seniority order, starting with the most senior employee being offered the first available overtime, regardless of the assignment's hours. The next opportunity shall be offered to the next senior employee and shall continue on a continuous rotation.

Refusal of overtime shall constitute rotation.

**ARTICLE 6
RATES OF PAY**

Section A. Wages and Salaries

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 to June 30, 2023.

Section B.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Section C. Pay Periods

Pay periods shall be twice a month.

**ARTICLE 7
HOLIDAYS**

Section A. Paid Holidays

Holidays for regular employees on which time and one-half (1 ½) rates would be paid in addition to accrued wages would be:

The following Holidays will be paid for full-time employees:

New Year's Day	Memorial Day	Thanksgiving Day
Good Friday	Fourth of July	Friday after Thanksgiving
President's Day	Labor Day	Christmas Eve
Christmas Day	Easter Monday	Friday of MEA

The following Holidays will be paid for all other employees:

New Year's Day	Thanksgiving Day	Friday after Thanksgiving
Good Friday	Friday of MEA	Christmas Day
President's Day	Christmas Eve	

Section B. Weekend Holidays:

Holidays that fall on weekends will be observed on the preceding Friday or the following Monday.

Section C. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

Section D. Eligibility:

Full benefits provided in this Article are designed for full-time personnel as described in Article III hereof. Part-time employees shall be eligible for partial benefits proportional to the extent of their employment as computed referencing full-time (2080 hours yearly) status.

Section E. Compensation for Working on Holiday

Employees required to work on any of the above-named holidays shall be compensated at time and one-half (1 ½) rate. Employees shall be eligible to use their banked holiday on an alternate date of their choosing.

**ARTICLE 8
VACATIONS**

Section A. Eligibility:

This Article shall apply only to regular employees.

Section B. Leave Accrual

Employees shall accrue all earned leave time per pay period. Employees shall not be eligible to take leave time not earned.

Section C. Earned Vacations:

Full-time employees under these provisions shall accrue vacation according to the following schedule. Vacation for regular employees working less than full time shall accrue proportionally to the extent of their employment as computed referencing full-time (2080 hours yearly in 2020-2021) status.

Earned vacation shall accrue as follows:

0-1 years	3.34 hours for each month of service (40.08 hrs./1 week)
2-4 years	6.67 hours for each month of service (80.04 hrs./2 weeks)
5-9 years	10 hours for each month of service (120 hrs./3 weeks)
10-14 years	13.33 hours for each month of service (160 hrs./4 weeks)
15+ years	16.67 hours for each month of service (200 hrs./5 weeks)

Employees shall advance to the next step on the vacation schedule on their anniversary date of employment.

Section D. Application:

Subd.1. Vacation Carryover. Employees may carry-over up to 120 hours they are eligible to accrue, from year-to-year based on a calendar year. By June 30 of each year, employees must notify the office if they intend to carryover their vacation accrual or if they would prefer to pay it out. If an employee does not make a determination by June 30 of each year, their vacation shall be paid out by the last payroll of June.

Additional time in excess of the above may be accumulated if the time was requested but canceled or denied by the Employer.

Subd.2. Holidays During Vacation. Holidays that occur during vacation periods shall be paid as holidays and not charged to vacation.

Subd. 3. Scheduling. Approved leave may not be retroactively denied by employer.

Subd. 4. Vacation Use on Student Contact Days. Part-time employees shall be allowed to take five (5) days of vacation every year during student contact days at the discretion of the employee's supervisor.

12-month employees shall be allowed to take 10 days of vacation every year during student contact days at the discretion of the employee's supervisor.

Subd.5. Paraprofessionals in the Case of Student Absence. If their student is absent, the paraprofessional may elect to accept an alternative work assignment or may take leave without pay, vacation, or personal time with approval of the principal or designee.

ARTICLE 9 LEAVES OF ABSENCE

Section A. Sick Leave:

Subd.1. All full-time employees shall be entitled to 144 hours of sick leave per year, accumulative to one hundred and thirty (130) working days. Sick leave shall accrue at 1.5 days per month as it is earned on a proportionate basis to the employee's work year. All part-time employees shall earn sick leave on a pro rata basis (i.e., 75% employees receive 75% of 144 hours or 108 hours of sick leave). The District may allow acceleration of the accrued days at its discretion for good cause shown.

Subd. 2. Employees will be allowed up to five (5) days sick leave for serious illness in the immediate family (spouse, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law) with a written statement from the doctor stating that it is a serious illness. In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary.

Subd. 3. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. The Employer shall comply with all provisions of the FMLA and related state statutes.

Subd. 5. Employees shall be able to donate accrued vacation and sick leave to an employee who has exhausted their sick leave and has an immediate need due to a medical leave of absence, bereavement, or in case of other emergency. An employee may donate up to forty (40) hours of accrued vacation or sick leave each year to the sick leave account of another school employee.

Subd. 6. Part-time employees shall receive sick leave and vacation benefits on a pro-rated basis.

Section B. Workers' Compensation:

Subd. 1. Pursuant to M.S. 176, For all employee absences covered by Worker's Compensation, the Employer shall pay to an employee the difference between his/her compensation payment and his/her regular monthly salary, and that amount shall be charged against an employee's accumulated sick leave credits until his/her accumulated sick leave benefits have been exhausted. An employee has the option of receiving the Worker's Compensation without the salary differential, thus retaining his/her full sick leave privileges. In no event shall payments from Worker's Compensation, sick leave, vacation, and salary total more than an employee's regular monthly salary, except when payments are made by Worker's Compensation for a permanent partial disability.

Subd. 2. Physical examinations required by the Employer shall be performed at the expense of the Employer.

Subd. 3. Leave of absence may be granted for disability or illness for one year allowing the employee use of their earned leave time in effect at the time of said illness or disability. After one year, the employee's leave shall be reviewed by the Administration to determine continuation.

Section C. Personal Leave

Subd. 1. Personal Leave Full- and part-time employees shall be allowed two (2) personal leave days a year. Employees may carry over two (2) personal days from the previous school year but the carry over days must be used by June 30. Employees with 15 or more years of service with the district will be granted one (1) additional personal leave day.

Subd. 2. Granting Personal Days Personal days, for new employees, are granted after one (1) year of employment is completed.

Subd. 3. Requesting Personal Leave The request for personal leave must be made in writing to the Superintendent or his designee at least two (2) days in advance, except in cases of emergency. The request need not state the reason for personal leave but shall state that the day will be used to meet a personal situation. A personal day may be granted at the discretion of the Superintendent or his/her designee for the day preceding or the day following holidays or vacations, or on the first or last day of school.

Section D. Bereavement:

Employees shall be granted up to three (3) days leave of absence (working days) with pay in case of absence from work because of the death of a member of the immediate family if necessary. For each incident, the fourth (4) and fifth (5) day, if used, will be deducted from accrued sick leave. Leave used for other relatives or close friends will be deducted from sick leave.

Section E. Medical Leave:

A regular employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Section F. Parental Leave:

Subd.1. FMLA The Employer must comply with FMLA and relevant state statutes.

Subd.2. Duration An employee shall have a right to a minimum total of twelve weeks leave under this section.

Subd.3. Reinstatement Following the conclusion of the above leave(s) the employee shall be reinstated to the same position or a position for which they are qualified unless previously discharged or placed on layoff.

Subd.4. The School District shall not be required to grant a leave of longer than one school year or permit the employee to return to employment prior to the date assigned.

Subd.5. Parental Leave and Probation Time spent on childcare leave shall not be included in the probationary period.

Subd. 6. Adoption Leave An employee may be granted up to two (2) days, to be deducted from sick leave, for adoption procedures. Additional leave, for extenuating circumstances, may be granted at the Superintendent's discretion. Such leave shall be deducted from sick leave.

Subd. 7. Insurance An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance.

Section G. Jury Duty

When a regular employee has been called upon for jury duty by the municipal, state or federal courts, and has been absent from work because of such jury service, he shall be paid his regular salary by the Employer with the understanding that at the completion of his jury service, he shall present his jury service checks to the Employer and that the amount of such checks, less the amount included for traveling expenses, shall be deducted from his next regular pay check, or the employee may opt to submit the amount that would be deducted to the Employer to avoid said deduction.

Section H. Credit

An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section I. Family or Medical Leave Act

Any violation either of the Federal Family or Medical Leave Act or any State laws relating to family or medical leave shall be subject to the grievance and arbitration provisions of this contract. A party instituting any action, proceeding or complaint through the grievance process shall immediately thereupon waive any and all rights to pursue relief in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seek relief through any statutory process for which relief may be granted.

Section J. Serious Illness in the Family

A leave of five (5) days per year at full pay may be granted in the event of serious illness in the immediate family of the employee or in the immediate family of the employee's spouse. An additional five (5) days per year leave may be granted upon approval of the Superintendent. Additional leave beyond ten (10) days may be granted by the Board of Education. All such leave is to be deducted from sick leave. For purposes of this agreement, serious illness is to be defined as that which will require hospital or convalescent care or terminal/hospice care and can be verified by medical documentation if required.

Section K. Eligibility

Part-time employees shall receive sick leave and vacation benefits on a pro-rated basis.

**ARTICLE 10
SENIORITY**

Section A. Applicability:

Subd.1. All regular full and part-time bargaining unit employees working for Independent School District No. 2909 shall be covered by this Agreement and placed on the seniority list, except those employees listed in Article I, Section B (Exclusions).

Subd.2. In the event a current excluded position as of July 11, 1995, is subsequently certified by the Bureau of Mediation Services as a bargaining unit position, the occupant or occupant's seniority date shall, for seniority rights other than fringe benefits, be from the first date of paid status as a qualified public employee.

Subd.3. For fringe benefit purposes, the position occupant's date shall be from the first date of hire for the employee, which shall be defined as the first day of paid status.

Section B. Standing

Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of total length of employment for the School District. All new employees shall be placed on the seniority list as of their first date of paid status as a qualified public employee. In the event that two or more employees are hired on the same date, the following criteria will be used sequentially to determine seniority:

- a) First date of paid status as a qualified public employee
- b) Greater of the last four numbers of social security number

Section C. Seniority List:

Subd.1. A seniority list shall be kept and maintained for all employees. All such employees working at least 14 hours per week and more than 67 working days in any calendar year, and who otherwise qualify as a "public employee" within the meaning of the PELRA, as amended, shall be immediately granted seniority on a calendar year basis retroactive to their first date of hire paid status by the District.

Subd.2. The seniority list shall be updated as of September 1 and January 1 of each year and posted on employee bulletin boards – one bulletin board for each building. In addition, a copy shall be sent to the Union President and the Staff Representative. A seniority list shall be presented to the Union from the administration upon request.

Subd.3. Once the seniority list is posted, employees shall have 30 calendar days to correct any errors in the posting. Seniority dates that are in dispute may be grieved by the affected employee.

Section D. Departmental Seniority:

Seniority rights of employees shall be determined on a departmental basis. There shall be six departments in the bargaining unit, namely:

- a) Maintenance (Custodian, Utility, Transportation, Repair)
- b) Secretarial, Clerical
- c) Media Aide,
- d) Techs
- e) Para Educators; ECFEs, Educational Interpreters.
- f) Certified Occupational Therapy Assistants, Licensed Practical Nurses, Registered Nurses.

Section E. Full-Time Seniority:

Employees working 30 or more hours per week shall be considered full-time employees and be credited with 2080 hours of time per year. If a full-time employee had previously worked in a part-time position, their seniority date should be considered their first day of paid status. This date shall apply to promotions, lay-offs, longevity, and vacation accrual.

Section F. Part-Time Seniority:

For purposes of calculating seniority for longevity payment, vacation accrual, promotions and layoffs, the part-time employee's first date of paid status as a qualified public employee shall be used.

Section G. Losing Seniority:

An employee shall lose his seniority standing upon voluntary resignation from employment with the Employer, termination for cause, or after three years on a lay-off status.

Section H. Layoffs and Bumping (See Appendix A. Bumping):

In the event a general layoff is contemplated, the Employer agrees to call in the Union President and/or exclusive representative and to discuss the problem with them before any formal action is taken.

In the case of reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved. In case of inter-district transfer, seniority within the job classification takes preference over the seniority rights of more senior employees in any other job classification. Employees who are laid off shall be re-hired according to seniority in the inverse order of layoffs.

Note: A reduction in hours worked per day, days worked per week, or total weeks worked per year shall be considered as a reduction in force.

Section I. Duration:

The seniority of an employee shall not be broken because of layoff, or by reason of leave of absence, if the employee returns to work at the expiration of his leave, providing the period does not exceed one year. In the event an employee shall be absent because of illness or injury, the Employer may require that the employee undergo a physical examination to determine whether or not he possesses the necessary health, strength and ability to perform the duties of his employment; and, if on the basis of such physical examination, the Employer shall determine that the employee lacks such requisite health, strength or ability to perform the duties of the position, the Employer may demote the employee to some other position for which he is qualified; or, in the event no such position be open for which the employee will qualify on a seniority basis, lay off such employee until such time as a job opportunity occurs in a position for which he is qualified.

Recall from a layoff shall be sent by certified mail to an employee's last recorded address. Recall shall be by department, in inverse order of layoff. The employee must notify the school district of intent to return to work within five (5) working days of the District's notice to recall. Upon receiving said notice, the employee has 15 days to return to work. The employee shall automatically have terminated his/her employment for failure to comply with these timelines, unless the employee and Employer mutually agree to extend the dates. An employee's name shall be retained on the recall list for three (3) years, at which time all rights to recall shall terminate. An employee shall have the right to refuse a lesser position and still maintain his/her seniority rights. Employees shall notify the employer (business office) of any changes to their address and current telephone number.

ARTICLE 11 REDUCTIONS AND LAYOFFS

Section A. Reduction in Force:

The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee, who has completed the probationary period, on layoff shall retain seniority and shall be entitled to recall rights of one (1) year of recall after two (2) years of employment and three (3) years of recall after five (5) years of employment.

Section B. Contracting Out:

The School District agrees that it will not implement a decision to contract-out any work considered unit work unless and until it negotiates to impasse the impact and effect of doing so on the bargaining unit. The School District shall rely on the Bureau of Mediation Services to determine that impasse has been reached.

ARTICLE 12 VACANCIES AND POSTING

Section A. Posting of Vacancies:

Notice of all vacancies and newly created positions shall be posted on the employee bulletin boards and emailed to all bargaining unit employees. Employees shall be allowed 5 days' time to make application to fill such vacancy. The senior employee applying for said vacancy shall be transferred to fill the vacancy, provided he/she has the necessary qualifications to perform the duties of the job. The employee awarded such vacancy will be moved to their new position one week after their successful bid. Said employee shall be granted a 15 working day trial period in which time he/she may opt to return to the previous position, and the employer shall have the same period to determine whether the employee is qualified to perform the duties of the position. The previous sentence does not apply to paraprofessionals with regard to paraprofessional positions or assignments. In the event the employer determines the employee is not qualified, said employee shall return to the previously held position and shall retain the right to appeal the decision via the grievance procedure. As new buildings open resulting from the consolidation of districts the needed positions shall be posted for bidding by all district employees in the same classification with selection giving consideration to seniority and qualifications for building and shift assignment.

Section B. Change in Position:

For bidding on vacancies or new positions, departmental and full-time status will determine seniority accordingly:

1. Priority to bid on the position will be given to the most senior, full-time employees currently working within the same department as the job opening.

2. If no full-time employee working within the department bids on the position, the most senior, part-time employees currently working within the department will be given priority.
3. If no employee from the department bids on the position, all other employees from outside the department will be given priority based on overall seniority.

Section C. Maintenance Departmental Seniority:

For the purposes of departmental seniority in the Maintenance Department only. When an employee from outside of the Maintenance Department posts into a Maintenance Department position, their departmental seniority shall be determined according to their first date of paid status in the Maintenance Department. The employee's overall seniority shall remain their first date of paid status as a qualified public employee.

Section D. Testing:

The Employer shall select the most senior, qualified candidate in filling vacancies and newly created positions.

Section E. Temporary Vacancies

Subd.1. Hiring Process When a temporary employee is hired, the employee and the Union shall be notified in writing of the temporary nature of the position, the approximate duration of the employment, and the wage rate to be paid the employee. The District reserves the right to employ such personnel as it deems desirable or necessary to replace regular employees who have been granted a leave of absence. Any such leave known in advance to be or which exceeds 67 calendar days shall be posted as a temporary position and filled per contractual posting stipulations. Temporary employees who are regular employees, shall be paid as per Appendix A according to year of employment. Temporary employees outside of the bargaining unit shall be paid according to Board policy and shall not receive fringe benefits. This section shall not negate the callback provision of the contract.

When employees post into temporary positions and the position ends, the employee reverts back into their former position provided the former position still exists. If the former position does not exist, they revert back into their old job classification.

Subd.2. Temporary Employees Should a temporary employee subsequently be assigned to fill a regular position without a break in service, his/her seniority shall revert to the first day of employment.

All employees, regular or temporary, shall be eligible for bargaining unit status after having completed 67 working days of employment in any calendar year. The provisions of this paragraph shall not apply to casual or temporary student employees.

Subd.3. Summer Help The Employer shall post notice of all temporary summer positions, and the most senior, qualified applicant meeting the physical demands of the position shall be offered the position.

Section F. Vacancy Application

There shall be at least a one-week period for bargaining unit applicants to apply for vacancies or newly created positions posted during the school holidays, breaks, or the summer break period. The district will post all positions on the District website, email to all bargaining unit employees, and one bulletin board per building.

Section G. Leaves of absence for Employment Elsewhere

No leave of absence in excess of thirty (30) days will be granted to an employee for the purpose of accepting employment elsewhere.

Section H. War Veterans Rights

Nothing herein shall be construed to affect the status of War Veterans in contravention of existing laws relating to War Veterans employment, discharge and promotion.

Section I. Lead Custodian

Upon posting internally, the district will accept letters of application requiring experience and qualifications. The selection process shall recognize experience, qualifications, and seniority in the hiring decision.

ARTICLE 13
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section A. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District. The Union agrees that the district has the unilateral option of extending the probationary period up to an additional six (6) months. During which time, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section B. Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of fifteen (15) days in any such new classification. During this 15-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees shall have

the right to return to the former classification during the 15-day probationary period should they find the new position not to their liking.

Section C. Seniority Date

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

Section D. Dismissals, Demotions, and Transfers

Discharges, disciplinary demotions or disciplinary transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice, in writing, of any such action.

**ARTICLE 14
GRIEVANCE PROCEDURE**

Section A. Definition:

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

Section B. Representative:

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

Section C. Definitions and Interpretation:

Subd. 1. Extensions Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. 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. 3. Computation of Time In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section D. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty five days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section E. Adjustments of Grievance:

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

Step 1. If the grievance is not resolved through informal discussions the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Step 1. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision, in writing, to the parties involved.

Step 3. In the event the grievance is not resolved in Step 2, the grievant and the District may mutually agree to resolve the dispute through non-binding mediation provided by the Bureau of Mediation Services.

Section F. Denial of a Grievance:

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

Section G. Arbitration Procedures:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Step 2 of the grievance procedure or following Step 3 mediation.

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 Commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner 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.

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

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

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or

policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section H. Election of Remedies and Waiver

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

ARTICLE 15 GENERAL PROVISIONS

Section A. Right to Representation

The Employer agrees to permit a representative of the Union to appear at all negotiations or grievance meetings with the appropriate administrative officer of the Board of Education. If such representative of the Union be scheduled to work during the time of such negotiation or grievance meeting, he or she shall be permitted to attend the meeting provided his or her absence from work will not interfere with efficient operation of the school plant and program, there being no requirement under this Section that grievance hearings be held during working hours.

Section B. Representatives' Right to Investigation

Representatives of the Union shall have access to the premises of the Employer at reasonable times to investigate in a reasonable manner grievances and other problems concerning the employees, provided the administration is given notice of such visits and such visits are conducted in a manner so as not to interfere unduly with work schedules.

Section C. Notice of Termination

Whenever possible, two (2) weeks written notice of intention to terminate employment shall be given to the Employer by an employee quitting his job.

Section D. Suspension or Dismissal

Theft, unauthorized personal use or abuse of school material, equipment or property or other just cause shall constitute grounds for suspension or dismissal of an employee.

Section E. Driving Laws

Bus drivers or employees using school vehicles are to be cautioned to follow State Highway Laws. Conviction of violation of traffic laws shall constitute grounds for suspension or dismissal, depending upon the severity of the offense.

Section F. Student Employment

It is understood between the parties that the following shall become the practice when hiring student employees to perform bargaining unit work:

Subd.1. The Union shall be notified of the intent to use student employees during the summer no less than fifteen (15) days prior to said employment.

Subd.2. Student employees shall work the same hours as bargaining unit members.

Subd.3. Student employees shall be mentored by bargaining unit members while working for the district.

Section G. Notification of New Hires:

The employer will notify the Union of any new hire with person's name and address within first thirty (30) days of employment.

Section H. Bulletin Boards:

The Union shall be permitted the use of employee bulletin boards for posting matters of interest to its members.

Section I. Damage to Personal Property:

Eyeglasses, cell phone, clothes, and all other personal property broken in the course of employment may be replaced/fixed at cost to the employer, at the superintendent's discretion.

Section J. Deferred Compensation:

An employee may elect to contribute to the employer sponsored deferred compensation plan 403(b) or 457(b) up to the allowable maximum. There shall be no district contribution or match to the employee's own contributions.

**ARTICLE 16
TRANSPORTATION**

Section A. Hours and Mileage:

All hours worked shall be compensated at the IRS mileage rate.

Section B. Transportation Requests:

All requests for transportation will be posted as soon as received and assignments made as early as possible in order to give the drivers more time in which to plan their private and family affairs.

Section C. Licensing:

Anyone wanting to drive a school bus must furnish and provide their own bus driver's license. Upon completion of one year of employment, the District shall reimburse bus drivers the cost of renewal of their Class B license. Bus drivers shall submit a requisition for reimbursement along with an invoice to the business office.

Section D. Physical:

The district shall reimburse employees for all driver annual physicals.

Section E. Off-Schedule Driving:

Subd. 1. Bus driving, other than regularly scheduled driving runs, shall be assigned by the District among full-time unit members or part-time unit members or part-time non-unit members, or casual non-unit members

Subd. 2. The District shall assign such driving between full-time unit members, part-time unit members, part-time non-unit members, or casual non-unit members at its discretion.

Subd. 3. The District shall assign suburban driving between full-time unit members, part-time unit members, part-time non-unit members, or non-unit members at its discretion.

Subd. 4. Driving shall only be assigned to employees whose job descriptions require driving as a condition of employment.

Section F. Charter Services:

The District has the right to contract for charter services to meet the needs of its students, organizations, and booster clubs in cases where the booster club or organization pays the majority of the trip. This includes District directed events.

Section G. Pay:

Subd. 1. All bus runs will be a minimum of two (2) hour(s) pay.

Subd. 2. All bus trips which require a separate return trip after less than four hours will receive an extra \$25. All bus trips, which require a separate return trip of more than four hours will receive an extra \$50.

Section H. Overtime:

Bus driving overtime shall be offered to eligible employees within the department. Rotation shall follow seniority order, starting with the most senior employee being offered the first available overtime, regardless of the assignment's hours. The next opportunity shall be offered to the next senior employee and shall continue on a continuous rotation.

Refusal of overtime shall constitute rotation.

Subd.1. Overtime for out-of-town trips will commence after the regular eight-hour workday has ended. Overtime will then be allowed as follows:

- a) During the regular driving time
- b) During the meal hour while the driver is responsible for the bus.
- c) During the contests when the driver is directly in charge of the bus.

ARTICLE 17
HEALTH BENEFITS

Section A. Insurance Plans

Subd.1. Life Insurance: All regular employees in the bargaining unit shall be covered under the following health and welfare plans:

1. \$10,000 group term life insurance for all eligible employees
2. \$1,000 paid-up life insurance policy for retirees who have worked at least ten (10) continuous years with the District as of the effective date of their retirement. The Employer is self-insured as per attachment.

All regular employees who work thirty (30) hours or more per week in the bargaining unit shall be covered under the following health and welfare plans:

Subd.2. Income Disability Plan. premium participation for Section A, 1A, and 1B, and 2 to be paid by the Employer.

Subd.3 Hospital Plan, Surgical, and Medical Benefits Plan.

1. Single Coverage: The School District shall contribute 95% of the monthly premium minus \$25 per month toward said coverage. Employees electing the Single Plan will pay the remaining 5% of the monthly premium plus \$25 per month.
2. Family Coverage The District shall contribute 70% minus \$25 per month toward said coverage. Employee electing the Family plan will pay the remaining 30% of the premium plus \$25 per month.

Subd.4. Plan Details.

1. All eligible employees shall be enrolled under the BC/BS “J” Plan Option which shall include a prescription drug co-pay to \$7.50 for formulary and \$15.00 for non-formular drugs and a \$25.00 office co-pay. This policy change will also impact retired employees.
2. Employees will have the annual opportunity to voluntarily choose between the above BC/BS “J” plan or the BC/BS VEBA 100 plan with an \$1850/\$3700 Deductible. The monthly premiums will be paid in accordance with how they are paid for the “J” Plan. The School District shall contribute 85% of the VEBA deductible each year to the employee’s VEBA account until at least the year 2022. The 85% contribution will remain in place until both sides reach an agreement on a different amount. Any employee who incurs a medical or pharmaceutical bill greater than their current VEBA balance shall be entitled to an advance of the balance of the annual VEBA contribution or the amount necessary to cover the expense, whichever is less, by requesting payment in writing. The District may require that the employee provide proof of the expense (EOB – Explanation of Benefits from BC/BS, and/or actual bill from health care provider/pharmacist). Retirees opting for this plan will have the same contribution levels by the district.

Subd.5. Dental Coverage:

1. The School District shall contribute the full cost per month toward the premium for individual coverage in the District dental plan. The District shall contribute 70% of the cost of dental coverage towards family coverage, and the employee shall contribute 30% of the cost of said coverage.
2. Wages in lieu of the District’s insurance premium participation shall not be allowed in the event an employee’s total insurance costs are less than the above described rate.
3. It shall be understood by the parties of this Agreement that the hospital medical insurance plan’s level of benefit coverage for active employees may only be changed to a different level of benefit coverage by negotiations.
4. In the event of a premium increase in the hospital medical insurance premiums, the Union shall have the right to request the School Board to call for bids on said insurance, and the Board shall do so.

Subd. 6. Seasonal employees. Defined as regular employees and who are covered under the Public Employees Retirement Association plan, and who are on summer leaves because of the nature of their work, will be covered by the Employer during the period of summer leave.

Section B. Grandfather Clause for Those Virginia Employees Who Retire Prior to January 1, 1985:

Any former employee who has retired and was receiving a contribution by the School District toward the cost of health and welfare benefits while retired at the time of the ratification of the Agreement for the period from January 1, 1984 to December 31, 1985, plus any employee who retires from service to the School District before January 1, 1985 and who is eligible for health and welfare benefits upon retirement shall be grandfathered into the levels of insurance coverage and School District contribution to the cost of the premium for said coverage in the same manner and the same degree as was in existence and force prior to the ratification of the Agreement for the time period from January 1, 1983 to December 31, 1983, shall remain applicable to these grandfathered employees and their dependents where appropriate. These grandfathered employees and dependents where appropriate, however, shall be placed in a separate pool for purposes of group insurance coverage.

Section C. Grandfather Clause for Active Virginia Employees Who Have Both Remained Continuously Employed from at least August 10, 1984 (including seasonal employees covered under Section B above) and Retired While Eligible For and Actually Receiving Fringe Benefits:

Any future retiree who was continuously employed by the School District from August 10, 1984 or any date prior to August 10, 1984, until the date of retirement and who is eligible for and actually receiving fringe benefits at the time of retirement shall be grandfathered into the levels of coverage and premium contribution by the School District as specified hereinafter. Within this group of grandfathered employees is included seasonal employees who have benefit coverage under Section C above. The levels of coverage and School District contribution towards the cost of premiums shall be as follows:

Subd.1. The same as received by active employees under Section A of this Article. Any and all eligibility and proration language of this Agreement shall also apply.

Subd.2. In addition, the School District shall reimburse employees who retired prior to January 1, 2002 and who are covered under this Subsection for a portion of the 20% co-payment required under the applicable insurance coverage. For those future retirees covered under this subsection who have single coverage, the District shall reimburse up to the sum of \$200. For those future retirees covered under this subsection who have family coverage, the District shall reimburse up to the sum of \$400. These sums shall be paid at the same time and under the same conditions as any applicable deductibles.

Subd.3. For purposes of eligibility for the medical insurance plan, employees covered under this subsection may retire: 1) In accordance with the compulsory retirement age limit; 2) At an earlier age acceptable to the Public Employees Retirement Association (PERA); or 3) Because of permanent disability. If and when such an employee becomes eligible for Medicare, said supplemental plan to go into effect in conjunction with the Medicare plan. In the event Part A Medicare coverage is not available to the retiree, the Employer agrees to continue coverage for the employee and his dependents where

applicable under the same hospital medical benefit plan coverage stipulated in this subsection.

Section D. Future Retirees Hired On or After August 10, 1984:

Any employee hired by the District on or after August 10, 1984, who also retires from service to the District shall not be eligible for any contribution from the District toward the cost of any insurance plans upon retirement. While actively employed by the District, such employees hired on or after August 10, 1984, shall have their eligibility for District contribution toward fringe benefits determined by the provisions of this Agreement. Employees who were hired after August 10, 1984, shall be allowed to stay in the group health plan, upon their retirement, provided they pay the premiums for said coverage.

Section E. Health Care Savings Plan: District’s contribution grid for each employee’s Minnesota State Retirement System’s Health Care Savings Plan.

Schedule A 30 hours/week or over employees		Schedule B Less than 30 hours/week employees	
Years of Service	Annual Contribution	Years of Service	Annual Contribution
1-4	\$0	1-4	\$0
5-9	\$200	5-9	\$100
10-14	\$400	10-14	\$200
15-19	\$600	15-19	\$300
20-24	\$800	20-24	\$400
25+	\$1000	25+	\$500

Employee hired BEFORE 07/01/2007

The district’s annual contribution to each employee’s HCSP shall be based on the schedules above. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. The maximum lifetime employer paid contribution entitlement is calculated by multiplying the employee’s daily rate of pay on June 30, 2009 based on the 2008-2009 wage schedule times 65 days (\$9,000 minimum lifetime employer paid contribution for employees working 30 hours or more per week or \$3,000 minimum lifetime employer paid contribution for employees working less than 30 hours per week) providing the employee retires from the district with 10 years continuous service with the district and 55 years of age or older. Catch-up provision: Up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments into their HCSP up until their retirement date. The calculation above (65 days, etc.) shall be used for all qualified retiring employees upon notification of retirement. The employee may state their intent to retire in writing prior to April 15th to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP or 403(b) shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Employees hired AFTER 07/01/2007

Each active member hired after 07/01/2007 is entitled to a contribution into their MSRS Health Care Savings Plan based on the above schedules. Schedule A will be used for employees working 30 or more hours per week and Schedule B for employees working less than 30 hours per week. All contributions cease when employment with the district ends. No minimum entitlement exists. The maximum lifetime employer paid contribution entitlement is \$15,000 for employees working 30 or more hours per week and \$7,500 for employees working less than 30 hours per week.

For Employees Listed on Appendix A (former ISD 2154 employees who would have qualified for benefits under the AFSCME contract with ISD 2154)

The district's annual contribution to each employee's HCSP shall be based on the schedules above. Schedule A will be used for employees working 30 or more hours per week and Scheduled B for employees working less than 30 hours per week. The maximum lifetime employer paid contribution entitlement is calculated on Appendix A (\$9,000 minimum lifetime employer paid contribution for employees working 30 hours or more per week or \$3,000 minimum lifetime employer paid contribution for employees working less than 30 hours per week) provided the employee retires from the district with 10 years continuous service with the district (including time worked for ISD 2154 and time worked for ISD 2909) and is immediately eligible at the time of separation to receive an annuity from PERA or TRA. Catch-up provision: up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments into their HCSP up until their retirement date. The employee may state their intent to retire in writing prior to April 15th to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP contributions shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Section F. District Contributions

District contributions shall be made into each employee's Health Care Savings Plan on May 1st (or the last business day proceeding May 1st if it falls on a weekend) each year.

Section G. Survivor Coverage

For all employees, survivor hospital medical coverage will be paid for one year after the death of an employee not on retirement.

**ARTICLE 18
CATASTROPHIC EVENTS**

Less than full-time employees shall be paid in an extraordinary event that prevents the normal administration of business, such as a major health outbreak, an act of terrorism, a failure of critical infrastructure, or a natural disaster.

SCHEDULE A

ROCK RIDGE AFSCME HOURLY WAGE SCHEDULE

Maintenance

Custodian/General Maintenance/Grounds/Driver	\$24.25
Custodian/General Maintenance/Grounds	\$23.40
Lead Custodian (Each Building)	\$24.50
Bus Driver	\$23.64
Engineer/Plumber	\$27.99
Handyman/Carpenter	\$25.96
Transportation Maintenance	\$25.96

Secretarial, Clerical

Secretary/Clerical	\$23.37
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Media Aide

Media Aide	\$20.50
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Techs

Technology Support Level 2	\$31.99
Technology Support Level 1	\$21.72
Technology-Database Specialist	\$27.88

Para Educators; ECFEs, Educational Interpreters.

Paras	\$18.47
Early Childhood/SPED Aides	\$16.65
Interpreter	\$20.89

Certified Occupational Therapy Assistants, Licensed Practical Nurses, Registered Nurses

Health Service Assistant LPN	\$23.60
Health Service Assistant RN	\$31.37

SCHEDULE B

CERIFICATION, LICENSURE PAY, AND SPECIAL ASSIGNMENT PAY

Engineer Plumber “B” license progression scale will be as follows:

Salary increases for Plumber B position will be awarded upon successfully obtaining each license.

ENGINEER PLUMBER LICENSE PROGRESSION SCALE

Special Engineers	\$0.25 per hour
Second Class C	\$0.25 per hour
First Class C	\$0.25 per hour
Chief	\$0.25 per hour

Pool License (Pool checks) \$0.25 per hour

Campus/Boiler Checks

Scheduled campus and Boiler checks shall be paid for two (2) hours at time and one-half (1 ½) the Employee’s regular rate of pay.

APPENDIX A BUMPING

The following criteria necessarily precipitate a bump within full time bargaining positions:

1. A reduction or elimination of bargaining unit position(s) (full-time)
2. A reduction in hours of work
3. A reduction in the rate of pay.
4. A change in physical building assignment.
5. A permanent change in the hours of work from the posted position's hours
6. A change in the posted position's scheduled days.
7. A change in the posted position's minimum qualifications, by adding requirements related to licensure or certification (e.g. CDL boiler's license; swimming pool license, etc.)

If any of these conditions are met, the effected employee shall be entitled to bump a junior employee in a position where the effected employee has seniority rights and the qualifications to perform the duties of the position. These criteria shall apply only to the full time AFSCME bargaining unit positions. The effected employee shall have ten (10) working days from the date of formal notification from the District regarding any of the above listed changes to designate to his/her immediate supervisor the position into which they have chosen to bump.

The parties may agree to hold a "bump day" to expedite the process if they agree that the bumping will cause a succession of bumps and take an inordinate amount of time to complete the process.

ARTICLE 19

DURATION

The terms and conditions of this Agreement shall remain in full force and effect for a period of July 1, 2021 through June 30, 2023 and continue year to year thereafter unless either party gives notice at least thirty (30) days prior to the annual renewal date of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals:

Dated this ___ day of _____, _____

Dated this ___ day of _____, _____

IDS #2909, Rock Ridge School District

American Federation of State, County and
Municipal Employees, AFL-CIO, Minnesota
Council 65, Local No.3

By: _____
School Board Chair

By: _____
Council 65 Staff Representative

By: _____
School Board Clerk

By: _____
President of Local #3

By: _____
District Witness

By: _____
Local Witness

as of 6/16/2021

Department Seniority Date	Name	Orginial Seniority Date
	<i>Paul Lautigar</i>	8/27/1984
	<i>Rick Heitzman</i>	11/3/1986
3/1/1988	Tim Tammaro	1/6/1986
6/6/1990	Michael Maki	2/17/1987
6/24/1994	Jeff Ramponi	9/26/1989
11/22/2005	<i>Kyle Bruun</i>	2/23/1990
4/29/1994	<i>Cynthia Lindfors</i>	4/29/1993
	Tom Anderson	8/27/1996
	Tracy Cornell	10/14/1996
11/10/2008	James Andrick	9/4/1997
	Shelly Elsner	9/24/1997
	Sharon Rogers	10/6/1997
	<i>Brian Rice</i>	10/27/1997
2/12/2018	<i>Debra Zasadni</i>	1/16/1998
	Gus Phillipich	5/7/1998
	Kathy Judnick	12/8/1998
	<i>William Peterson</i>	9/1/1999
	<i>Denise Berry</i>	11/9/1999
	<i>Susan Ryder</i>	9/7/2000
	Amy Lundmark	10/4/2000
8/28/2002	Ron Walkky	10/2/2001
3/11/2013	Joanne Laughton	10/10/2001
	<i>Shirley Leoni</i>	10/16/2001
8/23/2005	<i>Karen Trimble</i>	11/12/2002
	<i>Joseph Sorcan</i>	6/16/2003
	Irene Gibson	10/11/2005
6/2/2011	Julie Eddy	9/5/2006
8/27/2018	<i>Jeremy Liimatta</i>	9/16/2006
	Patty Pervenanze	10/16/2006
	<i>Debra Koski</i>	1/31/2007
	Clara Kardell	9/4/2007
8/19/2013	Gina Pishler	9/4/2007
	Harriett Anderson	9/4/2007
	<i>Brian Roggenbuck</i>	9/17/2007
	Lisa Laakso	3/31/2008
6/1/2016	Kari Niska	9/2/2008
	Jill Durham Watsula	9/2/2008
9/8/2020	Jessica Axelson	9/8/2008
11/14/2011	<i>Stacy Buatala</i>	1/1/2009
	Michelle Edblom	9/8/2009
	Michelle Lutz	9/8/2009
	James Romsaas	9/2/2010
	Jim Branstrom	9/7/2010

	<i>Jill Mavec</i>	9/20/2010
	Tammy Sederlund	10/25/2010
	<i>Debra Aas-Toivola</i>	11/5/2010
	<i>Thomas Prosen</i>	12/14/2010
	Lyndon Nelson	2/22/2011
	<i>Guy Cuppoletti</i>	2/23/2011
5/16/2016	Gina Burress	9/6/2011
	Cynthia Carey	10/11/2011
	Lisa Gibson	12/5/2011
	Shannon Schmidtke	9/4/2012
	Linda Edstrom	9/4/2012
2/12/2018	<i>Roxanne Kelson</i>	9/25/2012
	<i>Elizabeth Purkat</i>	9/25/2012
	Mary Green	10/26/2012
	Chrystal Olson	1/22/2013
	Julie Dale	9/3/2013
	Candy Ofstad	9/3/2013
	<i>Lori Perushek</i>	9/3/2013
	Marissa Mast	9/3/2013
	Michelle Hoffman-Robinson	9/3/2013
	Nicole Long	9/9/2013
	<i>Justine Slygh</i>	9/10/2013
1/1/2015	Robin Viger	10/1/2013
	Stephanie Bloomquist	10/21/2013
	<i>Sheila Kutsi</i>	1/14/2014
	Pam Frazee	2/10/2014
	<i>David Celley</i>	5/1/2014
	<i>Cindy George</i>	6/24/2014
	<i>Melissa Walz-Dormanen</i>	8/25/2014
	<i>Bretta Albrecht</i>	11/11/2014
	Karl Hedley	3/18/2015
	<i>Kerri Haas</i>	9/1/2015
	Michele Keyport*	9/8/2015
	Kimmie Christenson	9/29/2015
1/24/2017	Keith Kruse	10/7/2015
	Tracie Birchem	10/26/2015
5/27/2020	Angela Miller	10/26/2015
	Amanda Lambert	10/26/2015
	Amanda Elsner	11/9/2015
	Jeffrey Anderson	1/4/2016
	<i>Salina Lundstrom</i>	1/25/2016
	Laurie McDowell	2/22/2016
	Tim Miller	2/22/2016
	Angela Tollefson	4/4/2016
	Kim Bjork	4/4/2016

	Cynthia Ray	4/18/2016
	<i>Jason Ness</i>	<i>8/22/2016</i>
	Dani Westling	9/6/2016
	Yunhi Baldonado	9/6/2016
	Shannon Toole	9/6/2016
	Peggy Hejda	9/6/2016
	Jane Bernard	9/22/2016
	Jessica Reinraz	9/26/2016
	Brandi Stromberg	10/5/2016
	Trish Maras	10/24/2016
	<i>Matt Bothwell</i>	<i>12/15/2016</i>
	<i>Stacy Robillard</i>	<i>1/9/2017</i>
	<i>Wendy Thompson</i>	<i>2/28/2017</i>
	Bonita Dufresne*	5/3/2017
	Laura Tassoni	6/12/2017
	<i>Cynthia Marolt</i>	<i>8/28/2017</i>
	<i>Jessica Salo</i>	<i>8/28/2017</i>
5/22/2018	Kristen Majeski	8/29/2017
	Brian Morgan	9/5/2017
	<i>Samantha Chad</i>	<i>9/11/2017</i>
	Teresa Stubbs	9/27/2017
	Robin Turner	11/28/2017
	Julie Schelde	11/28/2017
	Jody Koschak	11/30/2017
	Sheila Anderson	12/4/2017
	<i>Michael Kippley</i>	<i>1/2/2018</i>
	Laura Johnson*	1/10/2018
	Brandy Hansladen	1/10/2018
	Tara McDowell	2/5/2018
	Maria Krebsbach	2/5/2018
9/4/2018	Tricia Harsila	2/5/2018
	<i>Shelley Grahek*</i>	<i>2/5/2018</i>
	Katherine Witzman	2/26/2018
	Wendy Shavor	3/5/2018
	<i>Stephanie Wudinich</i>	<i>3/12/2018</i>
	<i>Bob Hallstrom</i>	<i>6/18/2018</i>
	<i>Missy Slavich</i>	<i>8/27/2018</i>
8/14/2019	Kerry Hutchings	9/12/2018
	<i>Dan Dincau</i>	<i>9/18/2018</i>
	Kristy Suihkonen	10/1/2018
	Tanya Rabideaux	10/9/2018
9/3/2019	Vivan Visilijevic	10/22/2018
	<i>Jeremy Bonicatto</i>	<i>11/9/2018</i>
	Wendy Dodge	1/3/2019
	Nicole Johnson	1/7/2019

	David Mattila	1/28/2019
	Brian Sodren	5/27/2019
	Christina Salo	8/23/2019
	Jill Christenson	9/3/2019
	Ashley Anderson	9/3/2019
	Christine Nelson	9/3/2019
	<i>Katie Peterson</i>	<i>9/9/2019</i>
	<i>Courtney Briski*</i>	<i>9/9/2019</i>
	Christy Benkusky	10/7/2019
	Holly Bachschneider*	10/7/2019
	<i>Kristine Miller</i>	<i>10/28/2019</i>
	Lisa Forness	10/31/2019
	Joseph Golden*	12/2/2019
	Maryssa Baty	12/2/2019
	Mikaela Schelde	12/9/2019
	Renee Saatela	1/2/2020
	Kendra Mariucci	1/2/2020
	Cierra Meier*	1/2/2020
	Jessica Higgins*	1/6/2020
	Glenn Harju	9/21/2020
	Amanda Wenneson	9/28/2020
	Dusty Schechinger	10/12/2020
	<i>Roberta Hietala</i>	<i>10/13/2020</i>
	<i>De Etta Annala*</i>	<i>10/27/2020</i>
	Hayley Christianson	11/3/2020
	<i>Mary Bradach</i>	<i>1/26/2021</i>
	Steven Carlson*	2/1/2021
	Abbigail Pratt	2/16/2021
	Katie Hunter*	3/1/2021

Member _____ introduced the following resolution and called for its adoption:

**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY
FOR ELECTION**

WHEREAS, a school district special election shall occur on November 2, 2021, for the purpose of electing one (1) member to fill a vacant seat on the School Board from District 1, and one (1) member to fill a vacant seat on the School Board from District 2, the term of each of which shall expire on January 2, 2023.

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 2909, State of Minnesota, as follows:

1. The period for filing Affidavits of Candidacy for the office of School Board member from District 1, and for the office of School Board member from District 2, of Independent School District No. 2909 shall begin on July 27, 2021, and shall close on August 10, 2021. An Affidavit of Candidacy must be filed in the office of the School District clerk and the \$2 filing fee paid prior to 5:00 p.m. on August 10, 2021, when the office will close.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district at least two (2) weeks prior to the first day to file Affidavits of Candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the School District at least ten (10) days prior to the first day to file Affidavits of Candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION
TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
ROCK RIDGE PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period of filing Affidavits of Candidacy for election to the office of School Board member from District 1, and for the office of School Board member from District 2, of Independent School District No. 2909 shall begin on July 27, 2021, and shall close at 5:00 p.m. on August 10, 2021.

The special election shall be held on Tuesday, November 2, 2021. At the special election, one (1) member shall be elected to fill a vacant seat on the School Board from District 1, and one (1) member shall be elected to fill a vacant seat on the School Board from District 2, the term of each of which shall expire on the first Monday in January, 2023.

Affidavits of Candidacy are available from the School District clerk at the offices of Rock Ridge Public Schools, District Office, 411 South Fifth Avenue, in the City of Virginia. The filing fee for the election is \$2. A candidate for the election must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the School District from which the candidate seeks election for thirty (30) days before the election, and must not be a convicted sex offender.

The Affidavits of Candidacy must be filed in the office of the School District clerk and the filing fee paid prior to 5:00 p.m. on August 10, 2021.

Dated: _____, 2021

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk
Independent School District No. 2909,
Rock Ridge Public Schools
State of Minnesota

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF TAMMY ERVEN,
A PROBATIONARY TEACHER.

WHEREAS, TAMMY ERVEN is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of TAMMY ERVEN, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

TAMMY ERVEN
XXXXXXXXXX
XXXXXXXXXX

Dear TAMMY ERVEN:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF SHANNON BAUMANN,
A PROBATIONARY TEACHER.

WHEREAS, SHANNON BAUMANN is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of SHANNON BAUMANN, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

SHANNON BAUMANN
XXXXXXXX
XXXXXXXX

Dear SHANNON BAUMANN:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF MELINDA ASUMA,
A PROBATIONARY TEACHER.

WHEREAS, MELINDA ASUMA is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of MELINDA ASUMA, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

MELINDA ASUMA
XXXXXXXXXX
XXXXXXXXXX

Dear MELINDA ASUMA:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF PEIGHTON WORLIE,
A PROBATIONARY TEACHER.

WHEREAS, PEIGHTON WORLIE is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of PEIGHTON WORLIE, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

PEIGHTON WORLIE
XXXXXXXXX
XXXXXXXXX

Dear PEIGHTON WORLIE:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF ELIZABETH NIEMI,
A PROBATIONARY TEACHER.

WHEREAS, ELIZABETH NIEMI is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of ELIZABETH NIEMI, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

ELIZABETH NIEMI
XXXXXXXX
XXXXXXXX

Dear ELIZABETH NIEMI:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF ROBERT HENDERSON,
A PROBATIONARY TEACHER.

WHEREAS, ROBERT HENDERSON is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of ROBERT HENDERSON, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

ROBERT HENDERSON
XXXXXXXX
XXXXXXXX

Dear ROBERT HENDERSON:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because your performance does not meet the standards of the district.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF ORLEND MENZE II,
A PROBATIONARY TEACHER.

WHEREAS, ORLAND MENZE II is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of ORLEND MENZE II, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

ORLEND MENZE II
XXXXXXXXXX
XXXXXXXXXX

Dear ORLEND MENZE II:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because your performance does not meet the standards of the district.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF KIMBERLY GALLOWAY,
A PROBATIONARY TEACHER.

WHEREAS, KIMBERLY GALLOWAY is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of KIMBERLY GALLOWAY, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

KIMBERLY GALLOWAY
XXXXXXXXXX
XXXXXXXXXX

Dear KIMBERLY GALLOWAY:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because your performance does not meet the standards of the district.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF AMANDA MURFIN,
A PROBATIONARY TEACHER.

WHEREAS, AMANDA MURFIN is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of AMANDA MURFIN, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

AMANDA MURFIN
7452 ELY LAKE DRIVE
EVELETH, MN 55734

Dear AMANDA MURFIN:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of licensure requirements.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF BRADLEY MATUSZAK,
A PROBATIONARY TEACHER.

WHEREAS, BRADLEY MATUSZAK is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of BRADLEY MATUSZAK, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

BRADLEY MATUSZAK
XXXXXXXXXX
XXXXXXXXXX

Dear BRADLEY MATUSZAK:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of licensure requirements.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF MATRACA STREIER,
A PROBATIONARY TEACHER.

WHEREAS, MATRACA STREIER is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of MATRACA STREIER, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

MATRACA STREIER
XXXXXXXX
XXXXXXXX

Dear MATRACA STREIER:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

_____ introduced the following resolution and moved for its adoption:

RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF CODY BAKER,
A PROBATIONARY TEACHER.

WHEREAS, CODY BAKER is a probationary teacher in Independent School District No. 2909.

BE IT RESOLVED, by the School Board of Independent School District No. 2909, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of CODY BAKER, a probationary teacher in Independent School District No. 2909, is hereby terminated at the close of the current 2020 – 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of her/his contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION
AND NON-RENEWAL

CODY BAKER
XXXXXXXX
XXXXXXXX

Dear CODY BAKER:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 2909 held on June 28, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the financial condition of the school.

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 2909

Brandi Lautigar
Clerk of the School Board

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.