



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

## **Regular Meeting**

**Monday, March 28, 2022 at 6:00 PM**

**Rock Ridge Administration Building (formerly Spectrum Health Building), 1405 Progress Parkway, Virginia, MN 55792**

### **AGENDA**

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
  1. Approval of March 14, 2022 regular meeting minutes. 3
  2. Approval of March 14, 2022 working session minutes. 6
  3. Payment of the bills. 7
  4. Approval of hire of Michael Koskela for the Para Educator position (VHS) at a rate of \$18.47/hour effective March 29, 2022.
  5. Approval of hire of Leah Anderson for the Para Educator position (VHS) at a rate of \$18.47/hour effective April 4, 2022.
  6. Approval of hire of spring coaches for 2022 (see attachment). 13
  7. Approval of volunteer coaches for spring 2022: Gary Flannigan (Baseball), Dwayne Walters (Baseball), Mike Madden (Softball), Zach Lindseth (Baseball), Mike Plesha, Sr. (Golf).
  8. Approval of termination during the probationary period of Chantilly Aho from the Para Educator position because of absences effective March 25, 2022.
  9. Approval of work agreement for Janelle Dolinsek, Payroll Benefits Clerk, for July 1, 2021 - June 30, 2022 for \$60,000.
  10. Approval of Application for Cooperative Sponsorship for Boys' Golf 14  
beginning with the 2021-2022 school year.
  11. Approval of travel for Kyle Hammer to Atlanta, GA from April 23-27, 2022 to

attend the DECA International Career Development Conference.

5. Reports:

1. Classroom dedication donation.
2. Rock Ridge Robotics Team presentation.
3. Rock Ridge's first DECA season update.
4. Eveleth-Gilbert Boys' Basketball: For the third year in a row, the team has won the Minnesota Basketball Coaches Association Team Academic Section Championship for highest accumulated GPA.
5. Parkview Principal's Report.

6. Administration Items:

1. Consider modifying the school calendar for teachers who are moving from one building to another at the end of the 2021-2022 school year.
2. Consider approval of Resolution Confirming Board Member Election Districts. 15
3. Consider approval of purchase agreement between Rock Ridge Public Schools and the City of Eveleth for property located at 401 Roosevelt Avenue, Eveleth (old Jr. High lot). 17
4. Consider approval of proposed Seniority MOU between Education Minnesota Rock Ridge, Local #7394 and ISD #2909, Rock Ridge Public School District concerning a merged seniority list. 28
5. Consider approval of Agreement Between Rock Ridge Public Schools and Rock Ridge Principals Association 2021-2023. 30
6. Consider approval of Rock Ridge Principal Seniority List 2021-2022. 45

7. Meeting Announcements:

1. The next regular school board meeting will be held April 11, 2022 at 6:00 PM at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia, MN.

8. Closed Session under Attorney-Client Privilege pursuant to Minn. Stat. Sec. 13D.05, Subd. 3(b). 46
9. Open Session: Consider approval of Separation Agreement and General Release of All Claims between Timothy C. Tammaro (Employee) and Rock Ridge Public Schools.
10. Adjournment.

**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, MARCH 14, 2022, 6:00 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792  
MINUTES OF THE REGULAR SCHOOL BOARD MEETING**

**Members Present:**

Bill Addy                      Matt Sjoberg  
Nicole Culbert-Dahl      Pollyann Sorcan  
Brandi Lautigar              Tom Tammaro  
  
Tim Riordan                    John Uhan

**Other Staff Present:**

Dr. Noel Schmidt, Superintendent  
Jeff Carey, Buildings & Grounds  
Willie Spelts, School-Business Coordinator/  
Fundraising Coordinator  
Spencer Aune, Business Manager  
Marcia Nelson, VHS Principal

**Members Absent:**

Stacey Scholz

- I. CHAIR RIORDAN called the regular meeting to order at 6:05 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **ADDITIONS/DELETIONS TO THE AGENDA: NONE.**
- III. **APPROVE AGENDA:**
  - A. Motion to **approve the agenda** made by TAMMARO, seconded by ADDY. Motion passed unanimously.
- IV. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Thomas Walton.
  - A. Motion by SORCAN to **challenge the decision of the Chair to not read aloud emailed Visitor Input and to allow public comments submitted to the board by email to be read aloud.** No second. Motion failed.
- V. **CONSENT AGENDA:**

Pulled for discussion by SORCAN:

  - A. 4.13 Acceptance of resignation of Catherine Larson from the Secondary Teacher position effective June 15, 2022.
  - B. 4.19 Approval of Separation Agreement and General Release of All Claims between Timothy C. Tammaro and Rock Ridge Public Schools.

Motion to **approve the Consent Agenda as amended made by SORCAN, seconded SJOBORG.**  
Motion passed 8-1 with RIORDAN voting NO.

  - A. Approval of February 23, 2022 regular meeting minutes.
  - B. Approval of March 7, 2022 special meeting minutes.
  - C. Payment of the bills.
  - D. Approval of updates to job descriptions Level 1: Technology Support and Database Specialist / 1-1 Coordinator.
  - E. Approval of hire of Taylor Skoglund as a Teacher Leader for specialists at Roosevelt and Parkview for the remainder of the 2021-2022 school year.
  - F. Approval of hire of Sean Streier for the B-Team Baseball Coach position effective March 14, 2022.
  - G. Approval of hire of Brooke Bernard for the Playground Aide position (Franklin) at a rate of \$14.00/hour effective March 15, 2022.
  - H. Approval of hire of Brian Bailey for the 8th Grade Boys' Baseball Coach position with a stipend of \$2,668 effective March 21, 2022.
  - I. Approval of hire of Evan Friedlieb for the Assistant Boys' Tennis Coach position with a stipend of \$2,668 effective March 28, 2022.

- J. Acceptance of resignation of Jordan Lokken from the JV Baseball Coach position effective February 23, 2022.
- K. Acceptance of resignation of Roberta Hietala from the Early Childhood Para Educator position effective February 23, 2022.
- L. Acceptance of resignation of Trish Maras from the Para Educator position effective March 21, 2022.
- M. Acceptance of resignation of Catherine Larson from the Secondary Teacher position effective June 15, 2022.
- N. Acceptance of resignation for the purpose of retirement of Kathryn Judnick from the Activities Department Secretary position effective June 30, 2022.
- O. Acceptance of donation of hats and mittens from VFW Auxiliary Post 1172 for the students at Franklin Elementary.
- P. Acceptance of donation of personal care items from Gethsemane Lutheran Church for student needs.
- Q. Acceptance of donation of a \$100 gift card donation to the Parkview nurse's office to be used for clothes and/or hygiene products that the students need from Gethsemane Lutheran Church.
- R. Acceptance of donation on \$247.33 from Michael and Penny Glissman for materials needed by the Robotics Teams.
- S. Approval of Separation Agreement and General Release of All Claims between Timothy C. Tammaro (Employee) and Rock Ridge Public Schools.
- T. Approval of purchase of SMART Board Interactive Classroom Displays (57) for Rock Ridge High School, for \$321,767.00 from Tierney, Inc.
- U. Approval of purchase of LG Non-interactive Classroom and Digital Displays (128) for Rock Ridge High School, for up to \$119,942.00.
- V. Approval of Laurentian Elementary computer purchase from Apple Inc. in the amount of \$62,250.00.

VI. **DISCUSSION ON PULLED CONSENT AGENDA ITEMS:**

- A. 4.13 Acceptance of resignation of Catherine Larson from the Secondary Teacher position effective June 15, 2022 – SORCAN asked about the distinction between “resignation” and “resignation for the purpose of retirement”. The resignation of Catherine Larson was approved.
- B. 4.19 Approval of Separation Agreement and General Release of All Claims between Timothy C. Tammaro and Rock Ridge Public Schools – Following board discussion, motion to **move the Separation Agreement and General Release of All Claims between Timothy Tammaro and RRPS to a closed session at the next regular meeting** made by ADDY, seconded by CULBERT-DAHL. Motion passed 7-0 with TAMMARO abstaining.

VII. **REPORTS:**

- A. Following a presentation from Essentia Health, motion to **approve the Essentia Health Sponsorship Platinum Level Proposal which includes a contribution from Essentia Health in the amount of \$100,000 in exchange for naming rights for the high school 3rd floor wing** made by ADDY, seconded by LAUTIGAR. Roll call vote. Motion passed unanimously.
- B. Dr. Schmidt presented the results of the ESSER Funding survey.
- C. Spencer Aune presented three possible scenarios to align the 2022-2023 budget. Motion by TAMMARO, seconded by RIORDAN to **approve Option #2 (use \$500,000 ESSER funds, \$1.6 million in reductions)**. Motion failed 2-6 with ADDY, CULBERT-DAHL, LAUTIGAR, SORCAN, SJOBERG, and UHAN voting NO. Motion by LAUTIGAR, seconded by CULBERT-DAHL to **approve Option #3 (use \$1,000,000 ESSER funds, \$1.1 million in reductions)**. Motion passed 6-2 with TAMMARO and RIORDAN voting NO.
- D. Jeff Carey presented the board with floor plans of the Rock Ridge High School showing the reuse of existing furniture.
- E. Jeff Carey presented three options on the Manual Arts Building. Following discussion, the board agreed to move forward with demolition as discussed at the last meeting. Motion by SJOBERG,

seconded by UHAN to **do nothing with the proposed purchase offer from Tim Collelo**. Motion passed 6-1 with SORCAN voting NO and TAMMARO not present at the time of vote.

F. VHS Principal Marcia Nelson provided an update on all the happenings around the school.

VIII. **ADMINISTRATION ITEMS:**

- A. Motion **approve the Memo of Understanding between Robert C. Birnstihl and Rock Ridge School District for the funding of 150 Rock Ridge High School Band uniforms** made by UHAN, seconded by TAMMARO. Motion passed unanimously.
- B. Motion to **approve the Resolution Accepting Monetary, Property, Goods, or Services Donation for a donation from Robert C. Birnstihl in the amount of \$40,000.00 (half of the total \$80,000 donation) for the purchase of 150 Rock Ridge band uniforms and in turn, naming rights to the band rehearsal room as the “Birnstihl Band Room”** made by ADDY, seconded by LAUTIGAR. Roll call vote. Motion passed unanimously.
- C. Motion to **approve request from the Eveleth Area Community Foundation (EACF) for donation of items found in the Eveleth-Gilbert High School to the EACF to preserve and display within the City of Eveleth (Round #2)** made by ADDY, seconded by CULBERT-DAHL. Motion passed unanimously.
- D. Motion to **approve MOU between Education Minnesota Rock Ridge, Local #7394 and ISD #2909 concerning a merged seniority list** made by SORCAN, seconded by SJOBERG. Motion passed unanimously.
- E. Motion to **support the Goodman Auditorium Community Farewell scheduled for May 2023** made by LAUTIGAR, seconded by CULBERT-DAHL. Roll call vote. Motion passed unanimously.
- F. Motion for **Dr. Schmidt to go out for bids for the wrestling room in Spectrum** made by ADDY, seconded by SORCAN. Motion passed unanimously.

IX. **MEETING ANNOUNCEMENTS** were made.

X. **ADJOURNMENT:** Meeting adjourned at 8:35 P.M.

---

CHAIR - TIM RIORDAN

---

CLERK – BRANDI LAUTIGAR

**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, MARCH 14, 2022, 5:00 P.M.  
LAURENTIAN ELEMENTARY, 1409 PROGRESS PARKWAY, EVELETH, MN  
MINUTES OF THE WORKING SESSION**

**Members Present:**

Bill Addy	Matt Sjoberg
Nicole Culbert-Dahl	Pollyann Sorcan
Brandi Lautigar	Tom Tammaro
Tim Riordan	John Uhan

**Others Present:**

Dr. Noel Schmidt, Superintendent

**Members Absent:**

Stacey Scholz

Board members took a walking site tour of the new Laurentian Elementary.

Working session adjourned at 5:55 P.M.

---

CHAIR

---

CLERK

## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	6875	1400	E 01	005 110 000 000 314	Backgroud Checks for Feb 2022	Check
							\$140.00
							Paid Amt: \$140.00
							Check Amount: \$140.00
2909	1	6876	2010	E 01	005 105 000 000 320	TABLETS	Check
							\$81.66
							Paid Amt: \$81.66
							Check Amount: \$81.66
2909	1	6877	2170	E 01	302 294 709 000 401	Practice Tops	Check
				E 01	302 294 709 000 401	Practice Tops 2	\$261.25
							\$15.75
							Paid Amt: \$277.00
							Check Amount: \$277.00
2909	1	6878	3280	E 03	005 760 000 720 401	solnoid	Check
							\$14.89
							Paid Amt: \$14.89
							Check Amount: \$101.55
2909	1	6879	4020	E 01	302 810 000 000 401	cooler rental	Check
							\$3.00
							Paid Amt: \$3.00
							Check Amount: \$78.00
2909	1	6880	5190	E 01	302 294 710 000 305	OFFICIAL	Check
							\$107.00
							Paid Amt: \$107.00
							Check Amount: \$107.00
2909	1	6881	5620	E 01	302 294 710 000 305	OFFICIAL	Check
							\$80.00
							Paid Amt: \$80.00
							Check Amount: \$80.00









## Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	6901	15040		SUPER ONE		Check	
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$2.69	
		PO#: 2878	Voucher #:	12026	Invoice	Invoice No: 00036674	3/24/2022	Paid Amt: \$5.38
				E 01	301 250 000 000 430	Groceries and supplies, blanket	\$13.47	
				E 01	302 250 000 000 430	Groceries and supplies, blanket	\$13.47	
		PO#: 2878	Voucher #:	12027	Invoice	Invoice No: 00023995	3/24/2022	Paid Amt: \$26.94
							Check Amount: \$261.47	
2909	1	6902	1616		TROUTWINE KRISTIN		Check	
				E 01	302 710 000 000 401	REFUND ACT FEE	\$62.00	
		PO#: 2878	Voucher #:	12047	Invoice	Invoice No: 31522	3/24/2022	Paid Amt: \$62.00
							Check Amount: \$62.00	
2909	1	6903	17210		ZUEHLKE ROBERT D JR		Check	
				E 01	302 294 710 000 305	OFFICIAL	\$107.00	
		PO#: 2878	Voucher #:	12038	Invoice	Invoice No: BHKY21522	3/24/2022	Paid Amt: \$107.00
							Check Amount: \$107.00	
<b>Report Total:</b>								<b>\$31,325.45</b>

<b>Baseball bdbaseballcoaches@rrps.org - Rock Ridge.</b>		<b>Salary 20-21 Contract</b>	
Head Coach	Brian Skadsem*		V - 5082
Head Coach	Jamie Lindseth*		EG - 3688
Assistant Coach / B Team	Sean Strier		V - 3400
Assistant Coach	Corey Schriber*		EG - 2305
C Team	Tom Norman*		V - 2668
7-8 Coach	Paul Coombe		EG - 1383
7-8 Coach	Brad Scott*		EG - 1383
7-8 Coach	Brian Bailey		V - 2668
<b>Clay Target - Co-op with Mesabi East</b>			
Head Coach	Jon Stordahl		
<b>Golf, Boys bdboysgolfcoaches@rrps.org - Rock Ridge</b>			
Head Coach	Pat McBride *		3472
Head Coach	Mike Plesha*	Three Way Split of Combined Wages	3472
Head Coach	Matt Sjoberg*		3472
<b>Golf, Girls bdgirlsgolfcoaches@rrps.org (Rock Ridge)</b>			
Head Coach	Kim Plesha*		V - 4060
Head Coach (Eveleth)	Cathy Larson*		EG - 3688
Assistant Coach	Dominic Casareto*		V - 2668
<b>Softball, Girls bdsoftballcoaches@rrps.org - Blue Devils</b>			
Head Coach	Bob Cohn*		V - 5082
JV Coach	Darren Aho*		V - 3400
JH Coach - 8th Grade	Jeff Teasck*		V - 2668
JH Coach	Robert Niemi*		V - 2668
<b>Tennis, Boys bdboystenniscoaches@rrps.org (Rock Ridge)</b>			
Head Coach	Jace Friedlieb		V - 4060
JV Coach	Evan Friedlieb		V - 2668
JH Coach	Jessica Kralich		EG - 1383
<b>Track and Field, Boys boystrackcoaches@rrps.org - Rock Ridge Wolverines</b>			
Head Coach	Matt Anderson*		V - 5082
Assistant Coach (Virginia)	Chris Ismil		V - 3400
Assistant Coach	Ryan Malich*		EG - 2766
JH Coach	Andrew Larsen		EG - 1844
<b>Track and Field, Girls girlstrackcoaches@rrps.org - Rock Ridge Wolverines</b>			
Head Coach	Deanna Kerzie*		EG - 4149
Head Coach (Virginia)	Murray Anderson*		V - 5082
Assistant Coach (Virginia)	Riley Jacobson*		V - 3400
<b>Softball, Girls Eveleth-Gilbert-Golden Bears</b>			
Head Coach	Paula Dundas (Madden)*		EG - 3688
JV Coach	Alex Schlotec*		EG - 2305
JH Coach	Aimee Krebs*		EG - 1383
* Returning Coach			
Already Board Approved			

**Application for Cooperative Sponsorship**

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION  
 AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Boys' Golf  
 beginning with the **2021** - **2022** school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Virginia	443	Virginia	7A	7A
High School #2:	Eveleth-Gilbert	246	Eveleth	7A	7A
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
 **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**
- Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** An application for dissolution must be submitted for the existing agreement.  
 **No**
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About%20MSHSL/Membership%20Information%20-%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

**Becoming one School- Rock Ridge** \_\_\_\_\_

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	5	4	2	3	4	4
High School #2	7	2	4	1	4	2
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): \_\_\_\_\_

Rock Ridge Wolverines \_\_\_\_\_

- Team Colors: \_\_\_\_\_ Black/ Green/ White \_\_\_\_\_ Team Mascot: \_\_\_\_\_ Wolverines \_\_\_\_\_

- Host School (school that will receive revenue share check): Virginia \_\_\_\_\_

Board of Education (or designee)	School	Date
Signed _____ Josh Lamma	_____ Virginia _____	_____ 3-15-22 _____
Signed _____ Chad Hazelton	_____ Eveleth _____	_____ 3-15-22 _____
Signed _____	_____	_____
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**

- Approved                       Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 MSHSL Executive Director

## **Resolution Confirming Board Member Election Districts**

WHEREAS, Independent School District No. 2909, Rock Ridge Public Schools (“District”) is a consolidated school district created pursuant to Minnesota Statutes section 123B.48 between former Independent School District No. 706, Virginia Public Schools, and former Independent School District No. 2154, Eveleth-Gilbert Public Schools;

WHEREAS, Minnesota Statutes section 205A.12, subdivision 7, provides that the governing body of a school district that enters into a consolidation or cooperation and combination agreement may, by resolution, dissolve election districts previously established as provided in this section as part of the consolidation or cooperation and combination plan, and that the resolution must include a plan for the orderly transition to at-large elections of school board members;

WHEREAS, pursuant to the consolidation plan which was reviewed and approved by the Minnesota Department of Education and both school boards of the former independent school districts (“Consolidation Plan”), the District has a Board Member Transition Plan that consists of the following requirements: a) upon consolidation, the initial board will consist of thirteen (13) members and will reduce to seven (7) members effective January 1, 2023. This school board will be comprised of one (1) at-large member, three (3) members elected from within the boundaries of the former Eveleth-Gilbert School District and three (3) members elected from within the boundaries of the former Virginia School District; and b) Effective January 1, 2025, the school board will be comprised of seven (7) at-large members;

WHEREAS, pursuant to Minnesota Statutes section 205A.12, subdivision 6, a school district with election boundaries must either confirm the existing election district boundaries as conforming to the standards of Section 205A.12, subdivision 4 or redefine election district boundaries to conform to those standards as provided in Section 204B.135, subdivision 2;

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

1. Pursuant to Minnesota Statutes section 205A.12, subdivisions 6 and 7, the Board hereby confirms the orderly transition to at-large elections of school board members as outlined in its Consolidation Plan, and further confirms that the existing election district boundaries conform with Minnesota law.

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

and the following voted against:

and the following abstained:

whereupon said resolution was declared duly passed and adopted

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT (this “Agreement”)** is made as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between **Independent School District No. 2909, Rock Ridge Public Schools**, a Minnesota public corporation (“Seller”), and the **City of Eveleth**, a Minnesota municipal corporation (“Buyer”).

### RECITALS:

**A.** By Order of Consolidation dated July 1, 2020, Independent School District No. 2154, Eveleth-Gilbert, merged with the Virginia school district and is now the entity identified as the Seller in this Agreement.

**B.** Seller is the owner of certain real property located in St. Louis County, Minnesota, with a street address of 401 Roosevelt Avenue, Eveleth, Minnesota, the legal description of which is as follows:

See attached Exhibit A

(the “Property”).

**C.** Seller wishes to convey, and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto.

### AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Purchase of Property.** Seller hereby agrees to sell, and Buyer hereby agrees to purchase the Property including all easements and rights of every kind and nature benefiting or appurtenant to the Property, subject to the Permitted Encumbrances as provided herein.
- 2. Purchase Price and Manner of Payment.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be Fifty-Eight Thousand Five Hundred and no/100 Dollars (\$58,500.00), and shall be paid to Seller in cash, certified or cashier’s check, or by wire transfer at closing, subject to the terms of this Agreement.
- 3. Personal Property and Fixtures.** There are no items of personal property currently located on the Property for purposes of this sale. Any items of personal

property will be removed by Buyer after the closing at Seller's expense. There are no fixtures on the Property.

**4. Closing.** The closing of the purchase and sale contemplated by this Agreement shall occur on a "Closing Date" which shall be held on \_\_\_\_\_, 2022. The closing shall take place at a location mutually agreed upon by the parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At the closing, the following closing documents shall be executed and delivered:

- a.** A limited warranty deed conveying to Buyer Seller's interest in the Property, free and clear of all encumbrances, except the following "Permitted Encumbrances":
  - (1) Property taxes and any special assessments to be paid or assumed by Buyer pursuant to this Agreement;
  - (2) Building codes, laws and ordinances relating to zoning, land use, and environmental matters;
  - (3) Easements of record;
  - (4) The steam line that runs across the property, whether or not there is an associated easement of record; and
  - (5) Reservation of mineral rights to the State of Minnesota.
- b.** A Standard Form Affidavit of Seller indicating no adverse matters.
- c.** A Certification of Verification from the Minnesota Department of Education showing the corporate succession of ownership.
- d.** A Certificate of Real Estate Value, if required.
- e.** A closing statement detailing the financial terms of the closing.
- f.** A Bring-Down Certificate, pursuant to Section 6 of this Agreement.
- g.** All other documents necessary to transfer the Property to Buyer.

**5. Costs and Prorations.** Seller and Buyer agree to the following prorations and allocation of costs:

- a. Title Insurance and Closing Fee.** Seller will pay any and all costs of obtaining a title insurance commitment and any title search and exam fees should Buyer desire to have a commitment issued. Buyer will pay the cost of all title insurance premiums required for the issuance of any owner's title insurance policy required by Buyer and endorsements, if any. Buyer

and Seller will split equally the customary closing fee charged by the title insurer.

- b. Deed Tax and Marketable Title Costs.** Seller will pay any deed transfer taxes and conservation fees and recording fees for all instruments required to establish marketable title in the name of Seller.
  - c. Documentary Taxes and Fees.** Buyer shall pay all fees for the recording of the limited warranty deed by Buyer in the appropriate County offices.
  - d. Real Estate Taxes and Levied and Pending Assessments.** Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which Closing occurs. General real estate taxes with respect to the Property due and payable in the year in which closing occurs shall be prorated between Buyer and Seller as of the Closing Date. Buyer shall pay all taxes due and payable in years following the year in which closing occurs. Seller shall pay all special assessments certified against the Property, including any deferred special assessments. Buyer shall assume any pending special assessments pending against the Property as of the Closing Date.
  - e. Attorney's Fees.** Each party will pay its own attorney's fees.
  - f. Miscellaneous Fees and Costs.** Any fees or costs associated with the sale or closing of the Property that are not by this Agreement specifically designated to be the responsibility of Seller will be paid by Buyer.
- 6. Contingencies.** Notwithstanding any other provision in this Agreement to the contrary, the parties agree that Buyer's purchase of the Property is subject to the following contingencies, which must be accepted or waived by Buyer before the Closing Date:
- a.** Title to the Property shall be acceptable to Buyer, in its sole discretion;
  - b.** Buyer shall have the right to conduct such tests, surveys, examinations, and other studies which Buyer desires to conduct, at Buyer's expense. The results of the same shall be satisfactory to Buyer in its sole discretion. Buyer shall keep the Property free from mechanics liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work, and agrees to restore the property to its prior condition as it was before any prior test, survey, examinations, or other studies; and

- c. Seller's representations and warranties contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date, and Seller shall have delivered to Buyer at closing a certificate in a form acceptable to Buyer, signed by an authorized representative of Seller, certifying that such representations and warranties are true as of the Closing Date (the "Bring-down Certificate").

If any of the foregoing contingencies have not been satisfied on or before the Closing Date, the Buyer shall, by giving notice pursuant to Section 15 of this Agreement, either: (i) terminate this Agreement; or (ii) waive the contingencies listed above and proceed to closing.

7. **Representations by Seller.** Seller represents and warrants to Buyer as follows:
  - a. **Authority.** Seller is a public corporation duly created under and subject to the laws of Minnesota and has the requisite power and authority to enter into and perform this Agreement and those closing documents signed by it.
  - b. **Title to Property.** Seller is the owner of the Property free and clear of all encumbrances except the Permitted Encumbrances. Seller has not made any other written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose).
  - c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property that might prevent the consummation of this Agreement.
  - d. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign state" as those terms are defined in § 1445 of the Internal Revenue Code.
  - e. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation, or private purchase in lieu of such proceeding that would affect the Property in any material way or proceeding of any kind pending or threatened against Seller or the Property, and Seller has no actual knowledge that any such action is contemplated.
  - f. **Special Assessments.** Seller has not received any notice of new improvement projects or special assessments that will or may be assessed against the Property. The receipt of such notice shall be disclosed to Buyer but shall not affect any other obligation hereunder.

- g. Wells and Septic Systems.** Seller represents that it is not aware of any wells or septic systems located on the Property.
- h. Methamphetamine Production.** To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

**8. Condition of Property.**

- a. As Is.** Except as expressly provided herein, the Property is being sold "as is" and "with all faults." Seller makes no representations concerning the condition of the Property, environmental matters, or the suitability of the Property for Buyer's intended uses.
- b. Environmental Conditions.** Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

"**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

"**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

“**Hazardous Substance**” or “**Hazardous Substances**” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

**9. Remedies.**

**a. Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving 30-days written notice to Buyer pursuant to Minnesota Statutes § 559.21. If Buyer fails to cure such default within 30 days of the date of such notice, this Agreement will terminate and upon such termination, Seller may sue for specific performance of this Agreement or actual damages caused by Buyer’s default.

**b. Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller’s default.

**10. Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer’s option (to be exercised within ten days after Seller’s notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer fails to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller’s right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer’s prior written consent.

**11. Broker’s Commission.** Seller and Buyer represent and warrant to each other that they have not dealt with any broker, finder, or other person entitled to a commission, finder’s fee, or similar fee in connection with this transaction. Buyer agrees to indemnify and defend Seller for any and all claims for brokerage commissions or finders’ fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify and defend Buyer for any and all claims for brokerage commissions or finders’ fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.

- 12. Assignment.** Neither party may assign its rights under this Agreement unless it receives the written permission of the other party.
- 13. Amendment and Modification.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.
- 14. Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.
- 15. Notices.** Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:                   Independent School District No. 2909  
411 S 5th Ave  
Virginia, MN 55792  
Attention: Superintendent

With copy to:                 Ratwik, Roszak & Maloney, P.A.  
730 Second Avenue South, Suite 300  
Minneapolis, MN 55402  
Attention: Margaret A. Skelton

If to Buyer:                   City of Eveleth  
413 Pierce St.  
Eveleth, MN 55734  
Attention: City Administrator

With a copy to:               Kennedy & Graven, Chartered  
Attn: Sarah Sonsalla  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party in accordance with this Section. If delivered at the Closing, a notice shall be deemed given when hand delivered to the party's representative at the Closing. Notice not given in the manner or within the time limits set forth in this Section are of no effect and may be disregarded by the party to whom they are directed.

16. **Captions.** The captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
17. **Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement, and this Agreement shall supersede all previous agreement and understandings, written or oral, between the parties with respect to the Property, if any.
18. **Construction.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience, that all Parties have read and fully negotiated all the language used in this Agreement, and that no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
19. **Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.
20. **No Joint Venture or Partnership.** Sellers and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners, and nothing contained in this Agreement shall be construed or interpreted as creating such a partnership or joint venture.
21. **Cumulative Rights.** Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall

be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

22. **Third Party Beneficiary.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
23. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.
24. **Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.
25. **Relocation Benefits: Indemnification.** Seller acknowledges that it is being displaced from the Property as a result of the transaction contemplated by this Agreement and that Seller may be eligible for relocation assistance and benefits, and Seller agrees to waive any and all relocation assistance and benefits. The provisions of this paragraph shall survive Closing.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement as of the date first written above.

**SELLER**

**INDEPENDENT SCHOOL DISTRICT NO. 2909**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Tim Riordan  
Its: School Board Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Brandi Lautigar  
Its: School Board Clerk

**BUYER**

**CITY OF EVELETH**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Robert Vlasisavljevich  
Its: Mayor

By \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Jackie Monahan-Junek  
Its: City Administrator

**EXHIBIT A**  
**Legal Description of the Property**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 all in Block 48 of Eveleth Central Division No. 1, as recorded and on file in the Office of the County Recorder, in and for the County of St. Louis, State of Minnesota

Subject to easements, restrictions, and reservations of record; and subject to minerals and mineral reservations of record

MOU between Education Minnesota Rock Ridge, Local #7394 and

ISD #2909, Rock Ridge Public School District concerning a merged seniority list

In the event that the Rock Ridge School District, under its Managerial Rights capacity to make decisions concerning personnel employment numbers, determines that a reduction in licensed staff is necessary, this MOU, and the Merged Seniority List that will be created under these parameters, will comprise the official Seniority List and seniority-determining criteria for the District.

Seniority in the District, and correspondingly placement on the Merged Seniority List, will be based on the cumulative years of service, as stated on the respective seniority lists for each District, a teacher has in the Virginia, Eveleth-Gilbert, and Rock Ridge School Districts. A teacher that has forfeited seniority as a result of a pre-consolidation move between districts shall not regain that portion of seniority.

- 1) For terms of this MOU, the term "hired" will mean the seniority date currently listed on the Eveleth-Gilbert, Virginia, and/or Rock Ridge Seniority Lists.
- 2) For teachers hired after September 1, 2021, the seniority date will be the teacher's first contractual date of employment in the Rock Ridge bargaining unit.
- 3) For teachers hired prior to September 1, 2021, AND during the contract teaching year, defined as the period of time commencing with the first student contact day of the school year through the last day of spring workshop, the seniority date will be the teacher's first contractual date of employment in the Virginia, Eveleth-Gilbert, or Rock Ridge bargaining units.
- 4) For teachers hired prior to September 1, 2021, AND during the non-contractual summer months, defined as the period of time commencing with the first day after the last day of spring workshop to the day before the first student contact day of the school year, the seniority date will be September 1 of that year.
- 5) All Title teachers possessing a Tier III or IV license will be included on the Merged Seniority List.

In the event there is a tie for years of service, the following tie-breaker will be utilized to determine who has higher seniority: the teacher with the lowest File Folder Number on the teacher's Minnesota Teaching License will be considered the more senior teacher.

Upon approval and signing of this MOU language by both parties, the District will develop a Merged Seniority List and share it with all licensed staff. Licensed staff will then have 5 work days in which to dispute placement on the schedule through a written request to the Superintendent. The District will adopt a final Merged Seniority List based on the resolution of any disputes. This list will be posted in all District school buildings and emailed to licensed staff.

BEFORE any specific position or individual cuts to continuing contract teachers are announced. The final Merged Seniority List will be binding on the District and all licensed staff and subject to the grievance procedure.

This MOU will remain in force until the ratification of a final, merged Master Agreement between Education Minnesota Rock Ridge Local #7394 and ISD #2909 , Rock Ridge Public Schools.

Signed:

For Education Minnesota Rock Ridge, Local #7394      for ISD #2909, Rock Ridge Public Schools

Sharon Keute 3-25-22

(Head Negotiator / Spokesperson)      (date)

\_\_\_\_\_

(Superintendent of Schools)      (date)

Stephani Lutz 3/25/22

(Local President)      (date)

\_\_\_\_\_

(School Board Chairperson)      (date)

**AGREEMENT**

**BETWEEN**

**ROCK RIDGE PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 2909**

**AND**

**THE ROCK RIDGE PRINCIPALS ASSOCIATION  
2021-2023**

Board Approved

\_\_\_\_\_, 2022

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>PAGE</b>
<b>I Purpose</b>	<b>3</b>
<b>II Recognition of Exclusive Representative</b>	<b>3</b>
<b>III Definitions</b>	<b>3</b>
<b>IV School Board Rights</b>	<b>4</b>
<b>V Principal Rights</b>	<b>4</b>
<b>VI Basic Schedules and Rates of Pay</b>	<b>5</b>
<b>VII Termination of Employment Due to Discontinuance of Position</b>	<b>6</b>
<b>VIII Group Insurance</b>	<b>6</b>
<b>IX Health Care Savings Plan &amp; 403 (b)</b>	<b>8</b>
<b>X Leaves of Absence</b>	<b>8</b>
<b>XI Length of School Year</b>	<b>11</b>
<b>XII Professional Growth</b>	<b>12</b>
<b>XIII Grievance Procedure</b>	<b>12</b>
<b>XIV Duration</b>	<b>14</b>
<b>Signature Page</b>	<b>14</b>
<b>Schedule A</b>	<b>15</b>
<b>Schedule B</b>	<b>15</b>
<b>Schedule C</b>	<b>15</b>

## ARTICLE I

### **Purpose**

Section 1. Parties: This Agreement entered into between the School Board of Independent School District No. 2909, hereinafter referred to as the Board and the Rock Ridge Principals Association, hereinafter referred to as the Association, pursuant to and in compliance with Public Employment Labor Relations Act, to provide the terms and conditions of employment for principals during the duration of this Agreement.

## ARTICLE II

### **Recognition of Exclusive Representative**

Section 1. Recognition: In accordance with the P.E.L.R.A., the Board recognized the Association as the exclusive representative of principals employed by the Board, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

## ARTICLE III

### **Definitions**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the School District, and the parties intend that the definitions shall be consistent with those provided in P.E.L.R.A.

Section 2. Principals: Shall mean all persons in the appropriate unit employed by the School Board in a position for which the person must be certified by the State Department of Education, but shall not include Superintendent, Assistant Superintendent, Business Manager, or teachers who devote less than 50% of their time to administrative or supervisory duties, supervisory employees, part-time employees whose services do not exceed 14 teaching hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Spouse: For purpose of administering this Agreement, the term "Spouse" shall mean anyone properly and rightfully married under the laws of the state of Minnesota.

## ARTICLE IV

### **School Board Rights**

Section 1. Inherent Managerial Rights: The Association recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules, and Regulations: The Association recognizes that employees covered by this Agreement shall perform the services prescribed by the Board and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by reasonable Board rules, regulations, directives, and orders issued by properly designated officials of the School District. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 3. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for students of the School District.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE V

### **Principal Rights**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative, if there be one.

Section 2. Individual Personnel File: The individual personnel file of each principal will be made available upon the principal's request and the principal, if he/she desires, will be accorded the privilege of placing any statement or document in that file.

Section 3. Principal's Association Security: The Association shall be permitted the use of school property at reasonable times provided that this shall not interfere with or interrupt normal school operations, paying the cost usually charged by the Board for such use. Principals shall have the right to post notices of Association activities and matters of professional importance to the principals.

Section 4. Official Business of Exclusive Representative: The Board will afford reasonable time off with pay to elected officers or appointed representative of the Association for the purpose of conducting the duties of the Association and will, upon request, provide for leaves of absence with pay to elected or appointed officials of the Association at the discretion of the Superintendent.

Section 5. Severability of Provisions: Nothing in this Agreement shall constitute a waiver of any statutory right of any principal under MS 122A.40, as amended.

## **ARTICLE VI**

### **Basic Schedules and Rates of Pay**

Section 1. 2021-2023 Salary Schedule: Schedule A and Schedule B are included herein and by this reference made a part hereof.

Section 2. The amount of experience credit granted any new principal or assistant principal shall be determined by mutual agreement of the Board and the new appointee.

Section 3. Retention Pay: Schedule C is included herein and by this reference made a part hereof.

Section 4. Schedule of Payments: The annual salary will be paid in twenty-four equal checks. The district reserves the right to use electronic deposits, pay stubs, as well as yearly w-2s.

Subd. 1. Principals shall be paid in twenty-four checks. The contract year will be July 1 through June 30. The starting dates for building principals will be assigned by the district.

Section 5. Principals who announce their retirement by February 15th of the school year they are retiring will receive \$500.

Section 6. Principals who hold their doctoral degree germane to the field of educational leadership will receive a stipend of \$1,500.

## ARTICLE VII

### **Termination of Employment Due to Discontinuance of Position**

Seniority will be in accordance with State Statute 122A.40, subd. 11. Termination of principals will also be in accordance with State Statute 122A.40.

## ARTICLE VIII

### **Group Insurance**

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the district.

Section 2. Health and Hospitalization:

Subd. 1. Single Coverage: The School Board shall contribute 95% minus \$20 per month toward the premium for individual coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 2. Family Coverage: The School Board shall contribute 90% minus \$25 per month toward the premium for family coverage for each full-time principal employed by the School District who qualifies for and is enrolled in the School District VEBA type health and hospitalization plan. All VEBA deposits will be done quarterly. (This includes current employees employed full time as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Section 3. Dental Plan: The district shall contribute the premiums for family coverage of a dental plan.

Section 4. Life Insurance: The district will furnish a fully paid term life insurance policy in the amount of \$100,000 for full-time principals. Upon retirement, each full time principal shall be afforded the opportunity to continue to purchase at his/her cost \$100,000 of term life insurance until age 65. The full time principal must have been employed at least ten years with the Rock Ridge School District (this would include the former Virginia School District and the former Eveleth-Gilbert School District)

Section 5. Long-Term Insurance: Long-term (income protection) insurance is provided by the School Board for principals.

Section 6. Tax Sheltered Annuities: Tax sheltered annuities are provided for all principals who wish to purchase them.

Section 7. Personal Losses: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property, hospital, medical, dental or optical expenses or loss of income incurred in excess of the loss covered by insurance as a result of carrying out district policies or normal administrative duties.

Section 8. Personal Losses Reimbursement: The District shall provide each principal with reimbursement for loss, damage, or destruction to personal property for the deductible amount on principal's property insurance not to exceed \$500.00.

Section 9. Fringe benefits are not available to substitute principals.

Section 10. Change in Status: A change in status by a principal must be requested before September 15<sup>th</sup> of the contract year or two months prior to the new group contract year.

Section 11. Health Insurance Upon Retirement:

Subd 1. Upon retirement from the School District, principals shall be allowed to purchase at their own expense, the medical and health insurance plan provided to active members.

Subd 2. When an eligible principal and/or spouse reach Medicare eligibility, they will be required to participate in Medicare Parts A & B. Those choosing not to participate in Medicare Parts A & B will not receive the School District health insurance contribution.

Section 12. Dues: The School District will pay the dues to the appropriate national, state, and division association, either Elementary or Secondary.

Section 13. Liability Insurance: The school district shall provide, at school district expense, liability insurance naming the principal as an insured, along with the school district, in an amount no less than that which is required by law.

## ARTICLE IX

### **Health Care Savings Plan & 403(b)**

Section 1. Health Care Savings Plan: The district will contribute the following amount into each principal's Minnesota State Retirement System's Health Care Savings Plan.

Lifetime Employer Paid Contribution not to exceed \$46,000.

Years of Service	Annual contribution
1 - 4	\$ 700
5 - 9	\$1,200
10 - 14	\$1,700
15 - 19	\$2,200
20 - 25	\$2,700
26	\$3,200

All current employees, employed full time, shall be placed on the grid above based upon their years of employment as governed by this agreement. Current and new employees shall be eligible to be placed on the above MSRS HCSP grid starting in their fourth year of employment. However, during that fourth year of employment they will receive their scheduled amount according to the grid plus an amount equal to the amount they would have received in years 1-3.

District contributions shall be made on May 1st (or the last business day preceding May 1st if it falls on a weekend) each year.

Section 2. Retirement Benefit Plan: The School District will match employee contribution up to \$2,675 per year in any approved State 403(b) plan offered in the District.

## ARTICLE X

### **Leaves of Absence**

Section 1. Sick Leave:

Subd. 1: A principal shall earn sick leave at the rate of 20 days for each year of service in the employment of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the principal's work year. 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, grandchild, mother-in-law, father-in-law, stepparent, or those who live in the household for reasonable periods of time as the employee's attendance may be necessary.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 140 days of sick leave per principal; the Board may extend sick leave credit for a longer period of time if deemed necessary.

Subd. 3: Sick leave with pay shall be allowed by the School Board whenever a principal's absence is found to have been due to personal illness or illness in the immediate family which prevented his/her attendance at school and performance of duties on that day or days. Immediate family will would include child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, stepparent, niece, nephew or those who live in the household

Subd. 4: The School Board may require a principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicated such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5: In the event that a medical certificate will be required the principal will be so advised.

Subd. 6: Sick leave allowed shall be deducted from the accrued sick leave days earned by the principal.

Section 2. Worker's Compensation:

Subd. 1: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant of the Workers' Compensation Act by the employee and the employee's earned accrual of sick leave.

Subd. 2: A deduction shall be made from the employee's sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3: Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4: In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5: An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit their workers' compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.

### Section 3. Bereavement

Subd.1: Up to three days of leave shall be allowed for death in the full-time principal's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent depending on the circumstances. "Immediate family" is defined as: child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, or those who live in the household. For the purpose of bereavement, a child and grandchild includes a step child/grandchild, biological, adopted and foster. A parent and grandparent shall include a step parent/grandparent.

### Section 4. Personal Leave:

Subd. 1. A full-time principal may be granted a leave at the discretion of the School District of no more than four days per year for situations that arise requiring the principal's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. At no time shall more than one principal be granted personal leave, except with the permission of the superintendent.

### Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A principal making an application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a principal may utilize sick leave pursuant to the sick leave provisions of the agreement during the period of physical disability. However, a principal shall not be eligible for sick leave during the period of time covered by the child care leave. An expecting principal will provide a statement from her physician indicating the expected date of delivery.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the principal to return to employment prior to the date designated in the request for child care leave.

Subd. 5. A principal returning from child care leave shall be reemployed in a position for which licensed unless previously discharged or placed on unrequested leave.

Subd. 6. Failure of the principal to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the principal mutually agree to an extension in the leave.

Subd. 7. Leave under this section shall be without pay or fringe benefits.

Section 6. Civic Leave:

Subd.1. Principals who hold important offices in local civic, fraternal, or non-profit organizations may be allowed to attend such organization conferences, conventions, or important meetings without salary deductions for a period not to exceed two days in one year. Permission must be granted from the Superintendent in advance when absence from school is necessary. Time off will be made up over vacation periods.

Section 7.

Subd. 1. National Convention: The Superintendent may grant permission for principals to attend a national convention annually. The actual cost of attending a national convention will be paid by the District.

**ARTICLE XI**

**Length of the School Year**

Section 1. Principal Duty Days: Pursuant to M.S. 120A.40, the Board shall, prior to April 1 of each even-numbered school year, establish the number of school days and teacher duty days for the next school year, and the principal shall perform services on those days as determined by the Board, including those legal holidays on which the Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Subd. 1. Principal duty year is normally 46 weeks. A change in the duty year will require a mutual agreement with the principal and school board.

Section 2. Emergency Closings: In the event of a contract day lost for any emergency, the Board may establish another day in lieu thereof when a principal shall perform his/her regular duties.

Section 3. Work Stoppage: The principals covered by this Agreement, in the event of a strike or work stoppage by other groups of District employees, will consider themselves to be on duty for the purpose of carrying out Board policy and insuring the safety of personnel and property. In no event will the compensation for principals be halted or suspended due to strike or work stoppage of other District employees. In the event of lengthening the school year, principals will be compensated for additional time at their current contract rate.

## ARTICLE XII

### Professional Growth

Section 1. To provide principals an opportunity for professional growth, the beginning of the college summer session in June to the end of June may be used by principals no more than twice every six years for professional growth with the approval of the Superintendent. This would amount to rescheduling the principal's work schedule to work during those days normally considered days off (MEA/FT, Christmas, Easter, etc.).

Subd. 1. All professional growth time by principals must be consistent with the position assignment of the principal and within the needs of the School District as determined by the Superintendent.

Subd. 2. The District shall reimburse the licensed principal for tuition and books for up to a maximum of 9 credits/year.

## ARTICLE XIII

### Grievance Procedure

Section 1. If a principal or a group of principals believe there has been a violation or misinterpretation of this Agreement, he/she shall discuss the matter verbally with the Superintendent in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting, the complaint or controversy shall be submitted in writing and processed through this grievance procedure. Alleged violations must be presented promptly and within ten (10) working days after the grievant acquired or should reasonably have acquired knowledge of the alleged violation. Failure to process the complaint to the grievance process within five working days after the informal verbal discussion eliminates this complaint from the use of the grievance procedure.

Step I - The written grievance signed by the principal(s) involved and the Virginia Principals Association representative shall be presented to the superintendent, who

shall, within ten working days, meet with the principal(s) and his/her representative and give a written answer to the grievance. Failure to meet the ten day limitation automatically settles the grievance in favor of the grievant. The grievant has five working days to appeal the grievance to the next step.

Step II - If the grievance has not been resolved in Step I, it is then processed to Step II by presenting it to the superintendent of schools, who shall within ten working days set up a meeting, discuss the problem with the principal and the Association representative and submit his written answer to the Association representative. The grievant has five (5) working days in which to appeal to the next step. Failure to meet these time limitations automatically settles the complaint on the basis of the last answer.

Step III - If the grievance is not resolved, the Association representative shall present the grievance to the School Board (Clerk) for consideration at that level. The Board shall, at its next scheduled meeting or within fifteen calendar days, meet with the Association representative and the grievant to discuss the matter and attempt to reach a satisfactory settlement. The Board shall have a maximum of fifteen calendar days in which to answer the grievance. If the matter is not resolved at this step, it is then processed to arbitration within five working days of receipt of the Board's answer. At this point, either party may request the Bureau of Mediation Services to review the grievance. The function of the Bureau of Mediation Services is limited to making recommendations.

Step IV - If no solution to the grievance has been agreed upon through the above process, the parties shall meet within five working days in an attempt to pick an impartial arbitrator to hear the grievance. If the parties are unable to agree upon an arbitrator, they shall request a list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list of five names from the Director of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until only one name remains. The remaining person shall be the arbitrator to hear and decide the grievance. If unable to agree as to whom shall strike the first name, the questions shall be decided by a flip of a coin. The parties shall share equally the costs of the arbitrator's fee and necessary expenses. The decision of the arbitrator shall be final and binding upon the parties and shall be limited to the written grievance only. The arbitrator shall submit his/her written decision to the parties within ten calendar days and he shall have no power to add to, delete from, or modify the Agreement in any way.

## ARTICLE XIV

### **Duration**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, and ending June 30, 2023 and thereafter until mutually amended.

Section 2. Effect: This agreement constitutes the full and complete Agreement between the Board and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

In witness whereof the parties have executed this Agreement as follows:

For the Rock Ridge Principals

District 2909

For Independent School Association

\_\_\_\_\_  
Chief Principals' Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

## **SCHEDULE A**

### *Principal's Salary for July 1, 2021– June 30, 2022*

<u><i>Weeks Worked</i></u>	<u><i>Salary</i></u>
42	\$106,073
44	\$111,124
46	\$116,175
48	\$121,226

### *Principal's Salary for July 1, 2022– June 30, 2023*

<u><i>Weeks Worked</i></u>	<u><i>Salary</i></u>
42	\$108,195
44	\$113,347
46	\$118,499
48	\$123,651

## **SCHEDULE B**

### *Assistant Principal's Salary for July 1, 2021– June 30, 2022*

<u><i>Weeks Worked</i></u>	<u><i>Salary</i></u>
42	\$97,655
44	\$102,305
46	\$107,176
48	\$111,836

### *Assistant Principal's Salary for July 1, 2022– June 30, 2023*

<u><i>Weeks Worked</i></u>	<u><i>Salary</i></u>
42	\$99,814
44	\$104,567
46	\$109,320
48	\$114,073

## **SCHEDULE C**

### *Retention Pay*

*Credit for each year of service will be made upon the successful completion of a school year and payment will be made starting at the beginning of the next school year.*

- After completion of year one in district = \$100*
- After completion of year two in district = \$200*
- After completion of year three in district = \$300*
- After completion of year four in district = \$400*
- After completion of year five in district = \$500*
- After completion of year six in district = \$600*
- After completion of year seven in district = \$700*
- After completion of year eight in district = \$800*
- After completion of year nine in district = \$900*
- After completion of year ten (or more) in district = \$1,000*



**SEPARATION AGREEMENT  
AND  
GENERAL RELEASE OF ALL CLAIMS**

**Whereas**, Timothy C. Tamaro (“Employee”) was employed in the position of Custodian/General Maintenance/Driver with Independent School District No. 2909, Rock Ridge Public Schools (“Employer”).

**Whereas**, Employer and Employee have decided to end their employer-employee relationship on mutually agreeable terms and have entered into this Separation Agreement and General Release of All Claims (“Agreement”) for that purpose.

**Whereas**, the American Federation of State, County & Municipal Employees, AFL-CIO, Minnesota Council 65, by and through its local affiliate, Local Union No. 3 (hereinafter collectively referred to as “AFSCME”), also is a signatory to this Agreement in its capacity as Employee’s union and exclusive representative under the Minnesota Public Employment Labor Relations Act.

**NOW, THEREFORE**, in consideration of the statements above, and the mutual promises made below, Timothy C. Tamaro, Independent School District No. 2909 (Rock Ridge Public Schools) and AFSCME hereby agree as follows:

1. Separation Compensation and Terms. In exchange for Employee resigning and permanently separating from his employment with Employer, and in exchange for Employee providing the release and waiver of claims as set forth below, Employer will provide Employee with the following:
  - a. Employer will pay to Employee, as a separation payment, a lump sum gross payment in the amount of \$10,000.00. This separation payment will be subject to required, standard state and federal payroll tax withholdings and deductions. This separation payment will be made to Employee within ten (10) business days after the expiration of the fifteen (15) day rescission period described in section 5 below (assuming of course that Employee has not exercised his revocation or rescission rights described in section 5 below).
2. Resignation. By signing this Agreement, Employee hereby resigns from his employment with Employer, effective November 15, 2021.
3. Permanent Separation, Waiver/Release of Grievances, Grievance Rights and Any and All Future Employment Rights. Employee agrees that his resignation is a permanent separation and severance of his employment relationship with Employer. Employee hereby gives up, waives and releases any and all rights that he may have under any applicable statutory procedures, collective bargaining agreement, contract, policies and/or procedures, and said waiver and release hereby includes, but is not limited to, any and all grievance rights; rights or claims to any additional paid vacation time, paid sick leave time and any other

leave accruals or carry over; any and all recall rights; seniority rights; bumping rights; rights to any vacant or newly created position(s); and Employee further waives, releases and dismisses any all rights, claims or grievances under any grievance or appeal procedures. Employer is under no legal, statutory, contractual or equitable obligation to ever re-hire or recall Employee for any position.

Employee and AFSCME agree that any existing or pending grievances specific to Employee are hereby discharged and dismissed in their entirety, with prejudice.

4. General Waiver and Release and Covenant Not to Sue.

Employee waives and releases all rights, remedies, claims, and causes of action, known and unknown, he has or might have against Employer or any of Employer's employees, officers, elected or appointed officials, directors, agents, attorneys or insurers (hereinafter collectively referred to as the "Released Parties") for anything related to Employee's employment with Employer or in any way related to the cessation of that employment. This waiver and release includes, but is not limited to, any rights, remedies, claims, and causes of action under the federal constitution, any state constitution, any local charter, Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1966, the Age Discrimination in Employment Act, the Minnesota Human Rights Act, any other federal, state, or local discrimination, anti-reprisal or civil rights statute, law, ordinance, code, rule or regulation, any other federal, state, or local statute, law, ordinance, code, rule or regulation, any administrative appeals, any common law, any tort law, any contract, and under any equitable principle or doctrine.

Employee covenants and agrees never to sue any of the Released Parties with respect to any matter pertaining to Employee's employment with Employer or the cessation of that employment or with respect to any and all matters and things covered by this section.

Employee absolutely and unconditionally releases, acquits, and forever discharges the Released Parties from any and all claims, demands, actions, damages and liabilities, whether direct or indirect, fixed or contingent, known or unknown, that Employee has ever had, has, or claims to have against the Released Parties for or by reason of any matter, act or thing occurring prior to the date Employee signs this Agreement.

Employee does not waive or release rights, remedies, claims, or causes of action:

- (i) That may arise after the date on which Employee signs this Agreement.

- (ii) For any vested benefits under any retirement or pension plan.
- (iii) For or the right to seek unemployment compensation benefits. Employer makes no guarantees or representations as to Employee's eligibility for unemployment compensation benefits, because the determination of eligibility is made solely and exclusively by the state and/or federal government agencies with jurisdiction over such matters.

5. Revocation and Rescission. Under the Age Discrimination in Employment Act, this Agreement may be revoked by Employee within seven (7) calendar days after execution of this Agreement by Employee. The seven (7) day revocation period shall not be shortened by the parties, by agreement or otherwise.

Furthermore, under the Minnesota Human Rights Act, the Employee may rescind this Agreement within fifteen (15) calendar days of signing it. To be effective, his rescission must be in writing and delivered to the Employer addressed to Debbie Wiirre, Executive Assistant/Human Resources, Rock Ridge Public Schools, Eveleth Campus, 801 Jones Street, Eveleth, MN 55734, either by hand or by mail within the fifteen (15) day period. If sent by mail, the rescission must be: (1) postmarked within the 15-day period; (2) properly addressed to Employer at the address indicated above; and (3) sent by certified mail, return receipt requested.

If Employee exercises his revocation or rescission rights described in this section, then this entire Agreement is null and void.

6. Time Period to Consider This Agreement. Employee has been given a reasonable period of time (at least 21 calendar days) to consider this Agreement before executing it. Changes, whether material or immaterial, to this Agreement shall not restart the running of the 21-day time period. Employee may execute this Agreement prior to the end of the 21-day time period. Employee acknowledges and agrees that he has been informed in writing to consult with his own attorney before signing this Agreement.
7. Retirement Benefits Plans. Nothing in this Agreement shall be construed as impairing Employee's rights under any retirement benefits plan, which rights, if any, shall be governed by the terms of the applicable plan.
8. Attorney Fees. Employer and Employee are responsible for their own respective attorney's fees, costs, disbursements, and expenses incurred in connection with the drafting, review and execution of this Agreement.
9. No-Fault Settlement. All parties deny any wrongdoing and/or liability to the other. This is a "no-fault" settlement. The separation payment described above shall not be construed as an admission of wrongdoing or liability by Employer or Employee, by whom wrongdoing and liability are expressly denied.

10. Complete Agreement. This Separation Agreement and General Release of All Claims constitutes the entire agreement between the parties. There are no understandings or other agreements, verbal or written, express or implied, not contained in this Agreement. All negotiations and understandings are integrated and merged into, and superseded by, this Agreement.
  
11. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.
  
12. Binding Effect. This Agreement is binding upon and inures to the benefit of Employee and Employer and their respective heirs, beneficiaries, representatives, successors and assigns.
  
13. Severability. If any part of this Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of this Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.
  
14. Modification or Waiver. No purported modification or waiver of any provision of this Agreement shall be binding unless in writing signed by both parties (in the case of modifications) or by the party to be charged (in case of waivers). Any waiver shall be limited to the circumstances or event specifically referenced in the writing and shall not be deemed a waiver of any other provision thereof or of the same circumstance or event upon any recurrence thereof.
  
15. Voluntary and Knowing Action. Employee acknowledges that he has read and understands the terms of this Agreement; that he has had the opportunity to consult with his own attorney regarding the terms of this Agreement; and Employee acknowledges that he is voluntarily entering into this Agreement.

**EMPLOYER:**

**INDEPENDENT SCHOOL DISTRICT NO. 2909, ROCK RIDGE PUBLIC SCHOOLS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, Board of Education

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Board of Education

**EMPLOYEE:**

Dated: \_\_\_\_\_  
Timothy C. Tamaro

Witness: \_\_\_\_\_ Dated \_\_\_\_\_  
[Print name] \_\_\_\_\_ witnessed Timothy C. Tamaro sign  
this Agreement on the date indicated.

**UNION:**

**AFSCME**

Dated: \_\_\_\_\_  
[print name \_\_\_\_\_]  
President, AFSCME, Minn. Council 65, Local No. 3

Dated: \_\_\_\_\_  
[print name: \_\_\_\_\_]  
AFSCME Staff Representative

