



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

Regular Meeting

Monday, May 23, 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 May 9, 2022 working session minutes. 4
 2. Approval of May 9, 2022 regular meeting minutes. 5
 3. Payment of the bills. 7
 4. Approval of Dominique Little and Brandon Miller for the position of WEB Leaders (Roosevelt) for the 2021-2022 school year with a stipend of \$1,738.00 each.
 5. Approval of Amanda Morley for the position of Teacher Leader for the 2021-2022 school year with a stipend of \$500.00.
 6. Approval of Dianna Hazelton for the Dean position (VHS) effective August 30, 2022 at a salary of \$83,134 (MA+18).
 7. Acceptance of resignation of Mary Jo Primozich from the Title I position (Nelle Shean) effective May 18, 2022.
 8. Acceptance of resignation of Mathew Stephens from the English Secondary Teacher position (VHS) effective June 3, 2022.
 9. Acceptance and appreciation of a donation from Joe Welch Equipment in the amount of \$7,500 for the #RockRidgeRising Campaign - Welch Family Memorial Tech Lab.
 10. Acceptance and appreciation of a donation from Kerry Schanno and Gerilyn Berens in the amount of \$100.00 for the #RockRidgeRising Campaign - Aquatic Center scoreboard.

11. Acceptance and appreciation of an anonymous donation in the amount of \$14,000 via the Burger Bash for the #RockRidgeRising Campaign - Steve Kerzie Legacy Fund.
12. Acceptance and appreciation of a donation from the Frandsen Family in the amount of \$8,000 for the #RockRidgeRising Campaign - Dallis Frandsen Music Learning Lab Dedication.
13. Acceptance and appreciation of a donation from Wells Fargo in the amount of \$1,000 for the #RockRidgeRising Campaign - Aquatic Center scoreboard.
14. Approval of out of state travel for Cassandra Hainey, Tara Fierke, Jill Clennon, and Samantha Krage (June 21-24) and for Cassandra Hainey (July 17-21) for training required by the Positive Community Norms Grant. All costs are accounted for in the grant. 16
5. Reports:
1. Fundraising update.
 2. Principal's Report.
 3. Superintendent.
 1. End of the school year update.
6. Administration Items:
1. Consider naming rights agreement between Rock Ridge Public Schools and Ken Waschke Auto Plaza & Waschke Family Chrysler for naming rights to the new sports stadium plaza, activities center, and automotive department as recognition and appreciation for their \$250,000 donation. 17
 2. Consider approval of Resolution Relating to the Nonrenewal of Contract Jeff Carey, Administrator on Special Assignment. 23
 3. Consider approval of one or two activities directors / community education director for Rock Ridge Public Schools.
 4. Consider approval of Education Minnesota Rock Ridge Teacher Contract (July 1, 2021 - June 30, 2023), subject to final attorney approval. 25
 5. Consider approval of proposal from The Caulkers Co., Inc for masonry and sealant restoration for Parkview Elementary. 61
 6. Consider proposal from Addy Enterprises Incorporated (AEI) to remove sixteen built-in cabinets, four bulletin boards, four fire house stations, six doors, one metal cabinet, one wood cabinet from the basement, three sets of windows from the stairwell in the basement, three sets of modern kitchen type cabinets from the rooms, one moveable chalk board from the basement and miscellaneous scrap metal from the basement. AEI will pay \$2,500.00 for all said items.
7. Meeting Announcements:
1. The next regular meeting is Monday, June 13, 2022 at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.
8. Adjournment.

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, MAY 9, 2022, 5:15 P.M.**

**ROCK RIDGE ADMINISTRATION BUILDING, 1405 PROGRESS PARKWAY, VIRGINIA, MN 55792
MINUTES OF THE WORKING SESSION**

Members Present:

Bill Addy	Matt Sjoberg
Brandi Lautigar	Pollyann Sorcan
Tim Riordan	Tom Tammaro
	John Uhan

Others Present:

Dr. Noel Schmidt, Superintendent

Members Absent:

Stacey Scholz	Nicole Culbert-Dahl
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Pete Auvinen and Patrick Gallagher, Kraus-Anderson, presented clarifications on the North Star Elementary – General Conditions.

Working session adjourned at 5:55 P.M.

CHAIR

CLERK

**OFFICE OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2909
MONDAY, MAY 9, 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 Stacey Scholz
Nicole Culbert-Dahl Matt Sjoberg
Brandi Lautigar Pollyann Sorcan
Tim Riordan Tom Tammaro

 John Uhan

Other Staff Present:

Dr. Noel Schmidt, Superintendent
Todd Griepentrog, Gilbert Campus Principal
Sheena Stefanich, Parkview Principal
Willie Spelts, School-Business
Coordinator/Fundraising Coordinator
Bob Voss, Transportation Director
Josh Lamppa, Activities Director
Chad Hazelton, Activities Director

Members Absent:

None

- I. CHAIR RIORDAN called the regular meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited and roll call was taken.
- II. **ADDITIONS/DELETIONS TO THE AGENDA:**
- A. RIORDAN noted that the corrected salary on Dianna Hazelton's hire recommendation to be \$83,134 (MA+18).
- B. Motion to **remove 6.2 Consider approval of Resolution Relating to the Nonrenewal of Contract Jeff Carey, Administrator on Special Assignment** made by UHAN, seconded by SORCAN. Motion passed 7-2 with SCHOLZ and RIORDAN voting NO.
- C. Motion to **remove 6.3 Consider approval of one or two activities directors / community education director for Rock Ridge Public Schools** made by SORCAN, seconded by UHAN. Motion passed 6-3 with SCHOLZ, TAMMARO, and RIORDAN voting NO.
- D. Motion to **remove 4.5 Approval of hire of Dianna Hazelton for the Dean position (VHS) with a salary of \$83,134 (MA+18) effective August 30, 2022** made by SORCAN, seconded by ADDY. Motion passed 6-3 with SCHOLZ, TAMMARO, and RIORDAN voting NO.
- III. **APPROVE AGENDA:**
- A. Motion to **approve the agenda as amended** made by TAMMARO, seconded by SCHOLZ. Motion passed unanimously.
- IV. **RECOGNITION OF VISITORS AND VISITOR INPUT: NONE.**
- V. **CONSENT AGENDA:**
- A. Motion to **approve the Consent Agenda** made by SJOBERG, seconded by LAUTIGAR. Motion passed 8-1 with SORCAN voting NO.
1. Approval of April 25, 2022 regular meeting minutes.
 2. Payment of the bills.
 3. Approval of Jace Friedlieb as the Roosevelt Special Education Team Lead with a stipend of \$500 for the 2021-2022 school year.
 4. Approval of hire of Stephanie Stefanich for the VHS Homebound Tutor position at a rate of \$29.89/hour effective April 25, 2022 through June 3, 2022.
 5. Approval of hire of Byron Negen for the Rock Ridge Head Girls' Basketball Coach position effective November 14, 2022.
 6. Acceptance of resignation of Lisa Gibson from the Study Hall Supervisor position effective May 13, 2022.
 7. Acceptance of resignation of Amanda Wolfe from the Secondary Science Teacher position effective June 3, 2022.

8. Approval of unpaid leave of absence for Paula Dundas beginning November 30, 2022 through the end of the 2022-2023 school year.
9. Acceptance and appreciation of a donation from Eveleth Elks Lodge 1161 in the amount of \$259 (via the Burger Bash) for the #RockRidgeRising Campaign - Steve Kerzie Legacy Fund.
10. Acceptance and appreciation of a donation from Eveleth Elks Lodge 1161 in the amount of \$6,741 (via the Burger Bash) for the #RockRidgeRising Campaign - Steve Kerzie Legacy Fund.

VI. **REPORTS:**

- A. Willie Spelts provided an update on fundraising and announced a \$250,000 commitment by the Waschke family and their dealerships in Virginia to the #RockRidgeRising Campaign. In recognition of this donation, the gathering area between the pool and gym in the new high school would be named, “The Waschke Family Activity Center”, the stadium plaza would be named, “The Waschke Family Stadium Plaza”, and the auto shop named, “The Waschke Family Automotive Center”.
- B. Todd Griepentrog provided an update from the Gilbert Campus.
- C. Sheena Stefanich provided an update of the elementary schools preliminary enrollment and preliminary staffing for 2022-23.
- D. Supt. Schmidt discussed the proposed custodians by building for next school year.
- E. Supt. Schmidt gave his report. He recapped the Laurentian Open House, provided an update to the legislation moving through the House that Rock Ridge is involved with, and the end-of-the-year building moves. Supt. Schmidt also announced that our Business Manager, **Spencer Aune, has been named Minnesota’s School Business Officer of the Year!**

VII. **ADMINISTRATION ITEMS:**

- A. Motion to **approve KA’s CM Contract Amendment #04** made by SJOBERG, seconded by TAMMARO. Motion passed 8-1 with SORCAN voting NO.
- B. Motion to **approve the grant contract agreement for School Bus Stop Arm Signal Cameras** made by TAMMARO, seconded by CULBERT-DAHL. Motion passed unanimously.
- C. Motion to **approve the plan for existing trophies from the Virginia and Eveleth-Gilbert campuses** made by SJOBERG, seconded by SCHOLZ. Motion passed unanimously.
- D. Motion to **approve the request to use ESSER funding on counselor/social workers and nursing services** made by SCHOLZ, seconded by TAMMARO. Motion passed unanimously.

VIII. **MEETING ANNOUNCEMENTS** were made.

IX. **ADJOURNMENT:** Meeting adjourned at 7:32 P.M.

CHAIR - TIM RIORDAN

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	7450	1090	E 01	A-1 SERVICES INC		Check
					portable restroom charge 2 units	5/19/2022	
							Paid Amt: \$60.29
							Check Amount: \$60.29
2909	1	7451	1400	E 01	ALBIN ACQUISITION CORP		Check
					Background Checks for April 2022	5/19/2022	
							Paid Amt: \$120.00
							Check Amount: \$120.00
2909	1	7452	2190	E 01	BARTOVICH ANTHONY F		Check
					OFFICIAL	5/19/2022	
							Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	7453	2200	E 01	BAUMAN JEANNINE		Check
					CLASSROOM SUPPLIES	5/19/2022	
							Paid Amt: \$253.93
							Check Amount: \$253.93
2909	1	7454	1664	E 01	CLASSROOM SUPPLIES		Check
					OFFICIAL	5/19/2022	
							Paid Amt: \$640.00
							Check Amount: \$640.00
2909	1	7455	1047	E 05	BGFSA		Check
					ENTRY	5/19/2022	
							Paid Amt: \$5,076.70
							Check Amount: \$5,076.70
2909	1	7456	4760	E 01	CREMERS EDWARD D		Check
					OFFICIAL	5/19/2022	
							Paid Amt: \$90.00
							Check Amount: \$90.00
2909	1	7457	3990	E 01	CW TECHNOLOGY		Check
					CW Cloud AntiVirus for 139 computers in May	5/19/2022	
							Paid Amt: \$208.50
							Check Amount: \$208.50
2909	1	7458	4020	E 01	DAHLHEIMER BEVERAGE		Check
					5 gallon jugs	5/19/2022	
							Paid Amt: \$16.00
							Check Amount: \$16.00

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
2909	1	7463	1273	E 01	ETS-PRAXIS 101 203 000 000 401	Parapro Test Results Missy Slavich 5/19/2022	Check	\$50.00	\$50.00
		PO#:	3634	Voucher #:	13188 Invoice	Invoice No: 51322	Paid Amt:	\$50.00	Check Amount:
2909	1	7464	1315	E 01	FONDURULLA JOHN M 302 296 716 000 305	OFFICIAL 5/19/2022	Check	\$290.00	\$290.00
		PO#:		Voucher #:	13157 Invoice	Invoice No: S0FT50522	Paid Amt:	\$290.00	Check Amount:
2909	1	7465	5940	E 01	GMEN 101 810 000 000 401	20 yard dumpster 5/19/2022	Check	\$497.25	\$497.25
		PO#:	3565	Voucher #:	13105 Invoice	Invoice No: 164987	Paid Amt:	\$497.25	Check Amount:
2909	1	7466	6090	E 01	GRANDE ACE HARDWARE 301 810 000 000 401	salt for boilers 5/19/2022	Check	\$37.95	\$37.95
		PO#:	3569	Voucher #:	13101 Invoice	Invoice No: 179587	Paid Amt:	\$37.95	
		PO#:	3568	Voucher #:	13102 Invoice	Invoice No: 179697	Paid Amt:	\$45.54	
		PO#:	3556	Voucher #:	13110 Invoice	Invoice No: 179830	Paid Amt:	\$27.80	
		PO#:	3541	Voucher #:	13121 Invoice	Invoice No: 179113	Paid Amt:	\$37.95	
		PO#:	3540	Voucher #:	13122 Invoice	Invoice No: 179323	Paid Amt:	\$3.59	
		PO#:	3539	Voucher #:	13123 Invoice	Invoice No: 179206	Paid Amt:	\$30.36	
		PO#:	3538	Voucher #:	13124 Invoice	Invoice No: 179432	Paid Amt:	\$16.99	
		PO#:	3537	Voucher #:	13125 Invoice	Invoice No: 179501	Paid Amt:	\$6.99	
		PO#:	3536	Voucher #:	13126 Invoice	Invoice No: 179441	Paid Amt:	\$5.93	
							Paid Amt:	\$29.91	
							Paid Amt:	\$6.79	
							Paid Amt:	\$22.77	
							Paid Amt:	\$12.20	
							Paid Amt:	\$30.36	
							Paid Amt:	\$42.56	
							Check Amount:	\$285.22	

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Red	Vendor	Pmt/Void Date	Pmt Type	
2909	1	7467	6550		HENDRICKSON LARRY		Check	
				E 01	302 810 000 000 401			\$2,450.00
		PO#: 3628	Voucher #:	13142	Invoice	Invoice No: 50122		
						5/19/2022	Paid Amt:	\$2,450.00
							Check Amount:	\$2,450.00
2909	1	7468	6560		HERC-U-LIFT		Check	
				E 05	302 865 000 369 350			\$160.36
		PO#: 3543	Voucher #:	13120	Invoice	Invoice No: W538282		
				E 01	302 810 000 000 401			\$135.07
				E 01	302 810 000 000 401			\$17.57
				E 01	302 810 000 000 401			\$10.58
				E 01	302 810 000 000 401			\$214.50
		PO#: 3561	Voucher #:	13109	Invoice	Invoice No: W543942		
						5/19/2022	Paid Amt:	\$377.72
							Check Amount:	\$538.08
2909	1	7469	1451		INNOVATIVE OFFICE SOLUTIONS		Check	
				E 01	005 810 000 000 401			\$44.14
				E 01	005 810 000 000 401			\$31.28
				E 01	005 810 000 000 401			\$3.66
		PO#: 3611	Voucher #:	13170	Invoice	Invoice No: IN3779853		
						5/19/2022	Paid Amt:	\$79.08
							Check Amount:	\$79.08
2909	1	7470	8890		L & M SUPPLY INC		Check	
				E 01	302 810 000 000 401			\$42.02
		PO#: 3574	Voucher #:	13098	Invoice	Invoice No: 9352788		
				E 01	302 810 000 000 401			\$119.99
		PO#: 3573	Voucher #:	13099	Invoice	Invoice No: 9360449		
				E 05	302 865 000 369 350			\$2,729.98
		PO#: 3564	Voucher #:	13106	Invoice	Invoice No: 9319908		
				E 01	302 810 000 000 401			\$107.98
		PO#: 3575	Voucher #:	13146	Invoice	Invoice No: 9352786		
						5/19/2022	Paid Amt:	\$107.98
							Check Amount:	\$2,999.97
2909	1	7471	9000		LAMPPA DAVIS		Check	
				E 01	302 294 713 000 305			\$98.00
		PO#: 13156	Voucher #:	13156	Invoice	Invoice No: BASE50522		
						5/19/2022	Paid Amt:	\$98.00
							Check Amount:	\$98.00
2909	1	7472	1492		LINDE GAS & EQUIPMENT INC		Check	
				E 01	302 361 914 830 433			\$82.52
		PO#: 2532	Voucher #:	13127	Invoice	Invoice No: 10184090		
				E 03	005 760 000 720 401			\$65.75
		PO#: 2532	Voucher #:	13128	Invoice	Invoice No: 10185798		
						5/19/2022	Paid Amt:	\$65.75

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Red	Vendor	Pmt/Void Date	Pmt Type	
2909	1	7472	1492	E	LINDE GAS & EQUIPMENT INC		Check	
				03	005 760 000 720 401	Cylinder Rental Eveleth Bus Garage		
		PO#: 2532	Voucher #:	13129	Invoice	Invoice No: 10171758	Paid Amt:	\$82.52
							Check Amount:	\$230.79
2909	1	7473	9740	E	MARIUCCI VIDEO PRODUCTION INC		Check	
				01	005 110 000 000 401	CH 12 MGMT FEES		
		PO#: 2882	Voucher #:	13163	Invoice	Invoice No: 50422	Paid Amt:	\$2,175.00
							Check Amount:	\$2,175.00
2909	1	7474	10160	B	MEDICO		Check	
				01	215 003	LIFE INSURANCE		
		PO#: 3546	Voucher #:	13164	Invoice	Invoice No: 22JUNE	Paid Amt:	\$111.39
							Check Amount:	\$111.39
2909	1	7475	10220	E	MENARDS		Check	
				01	605 000 000 401	Batteries for Alarm Lock classroom doors in E		
		PO#: 3619	Voucher #:	13135	Invoice	Invoice No: 82619	Paid Amt:	\$35.98
				01	302 810 000 000 401	pothole patch		
		PO#: 3632	Voucher #:	13140	Invoice	Invoice No: 81717	Paid Amt:	\$8.98
				05	302 865 000 369 350	Sump pump		
				05	302 865 000 369 350	digital Trimer		
		PO#: 3547	Voucher #:	13116	Invoice	Invoice No: 81445	Paid Amt:	\$177.98
				01	302 810 000 000 401	door hindges		
		PO#: 3546	Voucher #:	13117	Invoice	Invoice No: 81247	Paid Amt:	\$6.58
				01	302 810 000 000 401	plumbing parts		
		PO#: 3572	Voucher #:	13131	Invoice	Invoice No: 82020	Paid Amt:	\$70.95
							Check Amount:	\$300.47
2909	1	7476	10350	E	METRO SALES INC		Check	
				01	101 203 000 000 370			
		PO#: 2882	Voucher #:	13132	Invoice	Invoice No: INV2030466	Paid Amt:	\$169.97
				01	005 105 000 000 370	#105156 W865L200411		
		PO#: 2882	Voucher #:	13133	Invoice	Invoice No: INV2033478	Paid Amt:	\$18.84
				01	302 211 000 000 370	#92104 E174M161509		
		PO#: 2882	Voucher #:	13134	Invoice	Invoice No: INV2033477	Paid Amt:	\$113.58
				01	101 203 000 000 370	#122099 C737M542382		
		PO#: 2882	Voucher #:	13165	Invoice	Invoice No: INV2039029	Paid Amt:	\$265.48
				01	101 203 000 000 370	114241		
				01	301 211 000 000 370	#113930 W866L300047		
		PO#: 2882	Voucher #:	13166	Invoice	Invoice No: INV2039028	Paid Amt:	\$88.43
				01	101 203 000 000 370			
				01	101 203 000 000 370			
							Check Amount:	\$63.26

Rock Ridge Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
2909	1	7476	10350	E 01	MIETRO SALES INC	5/19/2022	Check	\$158.70
					#107595 W885L60026			
PO#:	2882	Voucher #:	13167	Invoice	Invoice No: INV2039027		Paid Amt:	\$221.96
							Check Amount:	\$940.83
2909	1	7477	1287	E 01	MINNESOTA GRAD SERVICES	5/19/2022	Check	\$1,344.00
					Cap/gown/Tassel Invoice #146			
PO#:	3612	Voucher #:	13149	Invoice	Invoice No: 132		Paid Amt:	\$1,344.00
					Diploma Inserts Invoice #145			
					Diploma Covers Invoice #145			\$278.40
					Shipping/Handling Invoice #145			\$393.60
								\$65.73
PO#:	3612	Voucher #:	13150	Invoice	Invoice No: 145		Paid Amt:	\$737.73
							Check Amount:	\$2,081.73
2909	1	7478	10800	E 01	MN ENERGY RESOURCES CORP	5/19/2022	Check	\$4,000.63
					UTILITIES			
PO#:		Voucher #:	13175	Invoice	Invoice No: 22MAY		Paid Amt:	\$4,000.63
								\$137.33
PO#:		Voucher #:	13176	Invoice	Invoice No: 22MAY		Paid Amt:	\$137.33
								\$18.00
PO#:		Voucher #:	13177	Invoice	Invoice No: 22MAY		Paid Amt:	\$210.25
								\$18.00
PO#:		Voucher #:	13178	Invoice	Invoice No: 22MAY		Paid Amt:	\$210.25
								\$39.70
PO#:		Voucher #:	13179	Invoice	Invoice No: 22MAY		Paid Amt:	\$39.70
								\$16,248.58
PO#:		Voucher #:	13180	Invoice	Invoice No: 22APRIL		Paid Amt:	\$16,248.58
								\$535.10
PO#:		Voucher #:	13181	Invoice	Invoice No: 22MAY		Paid Amt:	\$535.10
								\$31,985.08
PO#:		Voucher #:	13182	Invoice	Invoice No: 22APRIL		Paid Amt:	\$31,985.08
							Check Amount:	\$53,174.67
2909	1	7479	10830	E 05	MN POLLUTION CONTROL AGENCY	5/19/2022	Check	\$728.26
					Permit hazardous waste			
PO#:	3566	Voucher #:	13104	Invoice	Invoice No: 10000145546		Paid Amt:	\$728.26
							Check Amount:	\$728.26
2909	1	7480	11160	E 18	MUHICH QUINN	5/19/2022	Check	\$1,500.00
					MAHNICH SCHOLARSHIP			
PO#:		Voucher #:	13162	Invoice	Invoice No: 50322		Paid Amt:	\$1,500.00
							Check Amount:	\$1,500.00

Rock Ridge Public Schools

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2909	1	7487	12940		RANGE PAPER CORPORATION		Check
				E 01	302 810 000 000 401		tri fold
				E 01	302 810 000 000 401		Blue towel
				E 01	302 810 000 000 401		roll towel
				E 01	302 810 000 000 401		toilet paper
				E 01	302 810 000 000 401		toilet bowl cleaner
				E 01	302 810 000 000 401		Hand soap
				E 01	302 810 000 000 401		TNT
						5/19/2022	
							Paid Amt: \$2,588.26
							Check Amount: \$3,135.12
2909	1	7488	1346		RICKER SAMUEL		Check
				E 01	302 296 716 000 305		OFFICIAL
						5/19/2022	
							Paid Amt: \$270.00
							Check Amount: \$270.00
2909	1	7489	13230		RIGSTAD KAITLYN		Check
				E 01	302 298 000 000 366		FUEL STATE SPEECH
						5/19/2022	
							Paid Amt: \$79.04
							Check Amount: \$79.04
2909	1	7490	1208		ROBERT D OTT		Check
				E 01	302 296 716 000 305		OFFICIAL
						5/19/2022	
							Paid Amt: \$168.00
							Check Amount: \$168.00
2909	1	7491	13710		SCHMITT MUSIC CENTER		Check
				E 01	100 259 000 000 430		UK225T Amahi Ukulele Tenor Classic Series S
						5/19/2022	
							Paid Amt: \$127.20
							Check Amount: \$127.20
2909	1	7492	14140		SHERWIN WILLIAMS		Check
				E 01	302 810 000 000 401		field paint
						5/19/2022	
							Paid Amt: \$127.20
							Check Amount: \$127.20
2909	1	7493	1117		SKLORS STEPHANIE		Check
				E 01	302 296 716 000 305		OFFICIAL
						5/19/2022	
							Paid Amt: \$164.00
							Check Amount: \$164.00
2909	1	7494	15040		SUPER ONE		Check
				E 01	302 250 000 000 430		Groceries and supplies, blanket
				E 01	302 250 000 000 430		Groceries and supplies, blanket
						5/19/2022	
							Paid Amt: \$5.80
							Check Amount: (\$0.01)

May 19, 2022

Members of the Rock Ridge Public Schools Board,

I am requesting permission to travel out of state from June 21-24, 2022 for the Montana Summer Institute Conference. I am further requesting permission to bring Tara Fierke, Jill Clennon, and Samantha Krage to this Conference. Attendance at The Montana Summer Institute is a requirement of the Positive Community Norms Grant as is bringing additional attendees in order to build our capacity to do prevention work using the PCN model. The cost of the conference, including travel, is accounted for in the grant.

I am also requesting permission to travel out of state from July 17-21, 2022 to attend the CADCA (Community Anti-Drug Coalitions of America) Mid-Year Training Institute. This training is a grant requirement and the cost is accounted for in the grant.

Thank you for your consideration. I look forward to speaking with you about the trainings when I return.

Cassandra Hainey
PCN Grant Coordinator

NAMING RIGHTS AGREEMENT

This Naming Rights Agreement ("Agreement") is entered into by and between Independent School District No. 2909, Rock Ridge Public Schools, a public school district duly and properly organized under the laws of the state of Minnesota (hereinafter referred to as the "District"), and Ken Waschke Auto Plaza & Waschke Family Chrysler (hereinafter sometimes collectively referred to as "Waschke").

RECITALS

A. **WHEREAS**, in a historic vote by the voters in the former Virginia School District and the Eveleth-Gilbert School District, the voters approved the consolidation of the two school districts into a new, single school district.

B. **WHEREAS**, the consolidation became effective on July 1, 2020, and the two former school districts have now consolidated into Independent School District No. 2909, Rock Ridge Public Schools.

C. **WHEREAS**, the newly consolidated District has embarked on a major facilities construction project based upon the recent consolidation and based upon the successful 2019 voter approved referendum to fund the construction of new school and extra-curricular facilities (hereinafter referred to as the "Project") in what is now the consolidated Rock Ridge School District.

D. **WHEREAS**, the Project includes the construction of a new high school campus. In addition to construction of a new, state-of-the-art high school building, the campus will have new, modern athletic facilities, a new athletic stadium area, an activities center and vocational education facilities that will be part of the Rock Ridge Technical Education Academy.

E. **WHEREAS**, Waschke is a local automotive dealership business that has been a longtime supporter of local schools, school activities and high school sports.

F. **WHEREAS**, Waschke is prepared to make a significant donation of money to the District, to be utilized in the construction of the Project.

G. **WHEREAS**, in appreciation for and recognition of Waschke's significant donation, the District intends to name the new sports stadium plaza area the "**Waschke Family Stadium Plaza**"; the activities center at the new high school campus will be named the "**Waschke Family Activities Center**"; and the automotive department that will be part of the new Rock Ridge Technical Education Academy will be named the "**Waschke Family Automotive Center.**"

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the District and Waschke hereby agree as follows:

1. Waschke will donate \$250,000 to the District. Waschke will be making this donation to the District on or before May 31, 2022. The District will be free, at its discretion, to utilize these donated proceeds for any and all costs and expenditures related to the construction of the Project.
2. The District agrees that (a) upon completion of the new sports stadium plaza to be constructed and located at the new Rock Ridge High School campus, the sports stadium plaza will be forever and perpetually named, known as, and referred to as "**Waschke Family Stadium Plaza**"; (b) upon completion of the new activities center to be constructed and located at the new Rock Ridge High School campus, the activities center will be forever and perpetually named, known as, and referred to as the "**Waschke Family Activities Center**"; and (c) upon completion of the new automotive department to be constructed and located at the new Rock Ridge Technical Education Academy, the automotive department will be forever and

perpetually named, known as, and referred to as the **“Waschke Family Automotive Center”**. (For ease of reference, the **“Waschke Family Stadium Plaza”**, the **“Waschke Family Activities Center”** and the **“Waschke Family Automotive Center”** will sometimes hereinafter collectively be referred to as the “Names”).

3. The District shall include without limitation the use and reference to the Names in any and all Rock Ridge High School maps, signage, writings, announcements, press releases, news articles and any other communication of any kind, which refer to or reference these particular areas of the new Rock Ridge High School campus or athletic facilities. The naming of these areas the **“Waschke Family Stadium Plaza”**, **“Waschke Family Activities Center”** and **“Waschke Family Automotive Center”** will be exclusive to Waschke in perpetuity. In addition, Waschke will be the only automotive dealership business that will have any signage, advertising or advertising visibility in these specific above-referenced areas. The District reserves and retains the right to allow other businesses or sponsors, that are not automotive dealership businesses, to have advertising or advertising visibility in the stadium plaza area, the activities center and in the automotive department, as long as any such advertising, advertising visibility or related signage is less prominent than any signage for Waschke. The District also agrees to erect and maintain signage in the stadium plaza area, the activities center and in the automotive department emphasizing, recognizing, and prominently identifying these areas, respectively, as **“Waschke Family Stadium Plaza”**, **“Waschke Family Activities Center”** and **“Waschke Family Automotive Center”**. The signage shall be consistent with, proportionate to, and no less prominent than, the signage used throughout the Project to identify and refer to other fields, stadiums, arenas, buildings, areas and locations of similar size. Further, the Waschke corporate logo will be incorporated in any signage

where there is sufficient space in any such signage to incorporate the logo. Waschke acknowledges and agrees that, while the specific above-referenced areas shall bear the Names, the District reserves and retains all naming rights for all other athletic fields, stadiums, centers, departments and any other areas to be constructed as part of the Project.

4. Miscellaneous Provisions

a. Notices. The contact information for each party to this Agreement, for any notices or subsequent communications that may have to be sent or provided from one party to another regarding this Agreement or the implementation or administration of this Agreement, is as follows:

1. Rock Ridge Public Schools
Attn: Willie Spelts, H.R. & Fundraising Coordinator
411 5th Avenue South
Virginia, MN 55792
Phone: 218-410-3097 (work) or
218-290-1237 (cell)
2. Ken Waschke Auto Plaza & Waschke Family Chrysler
Attn: Kerry Waschke Collie
501 9th Street North
Virginia, MN 55792
Phone: (218) 741-6000

5. Complete Agreement.

This Agreement constitutes the entire and complete agreement between the parties with respect to the donation being made by Waschke to the District for the naming rights to the areas referenced above.

6. Governing Law.

This Agreement will be governed by, interpreted and enforced in accordance with the laws of the state of Minnesota and the parties consent to the exclusive jurisdiction and venue of the Minnesota State District Court, sited at the St. Louis

County Courthouse in Virginia, Minnesota, for the resolution of any disputes that may arise regarding the interpretation, administration or enforcement of this Agreement.

7. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, under the present or future laws effective during the term of this Agreement, such provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

8. Amendments.

Any amendments to this Agreement must be in writing and must be approved and signed by both parties to this Agreement.

9. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and beneficiaries.

**INDEPENDENT SCHOOL DISTRICT #2909
ROCK RIDGE PUBLIC SCHOOLS**

Dated: May 17, 2022

By: _____
Dr. Noel Schmidt
Superintendent of Schools

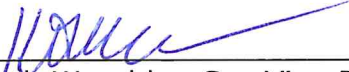
By: _____
Tim Riordan
Chairperson, Board of Education

**KEN WASCHKE AUTO PLAZA & WASCHKE
FAMILY CHRYSLER**

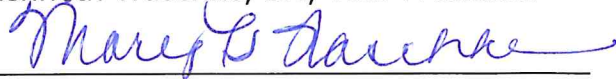
Dated: May 17, 2022



Kerry Waschke Collie, President



Kenneth Waschke, Sr., Vice-President



Mary Waschke, Secretary/Treasurer

Director _____ introduced the following resolution and Director _____ moved its adoption:

RESOLUTION #22-19

May 23, 2022

**RESOLUTION RELATING TO THE NON-RENEWAL
OF CONTRACT OF
JEFFREY CAREY, ADMINISTRATOR ON SPECIAL ASSIGNMENT**

WHEREAS, Independent School District #706 (Virginia Public Schools) and Independent School District #2154 (Eveleth-Gilbert Public Schools), as predecessors-in-interest to the consolidated school district, Independent School District #2909 (Rock Ridge Public Schools), entered into a fixed term agreement (hereinafter referred to as the "Contract") with Jeffrey Carey ("Carey"), for Carey to be employed in the position of Administrator on Special Assignment.

WHEREAS, the Contract provided that, upon consolidation of the Virginia and Eveleth-Gilbert School Districts, the Contract would survive the consolidation and would remain binding on the consolidated school district, Rock Ridge Public Schools.

WHEREAS, the basic functions of Carey's position of Administrator on Special Assignment involved Carey serving as a team member of the school district's administrative team, assuming general communication responsibility for the construction of new school buildings and serving as the educational liaison between the school district, construction management team and A/E team.

WHEREAS, the Contract was for a two-year fixed term, from July 1, 2020, to June 30, 2022. The Contract states that it automatically ends on June 30, 2022.

WHEREAS, due to budget constraints, the School Board of Independent School District #2909 has decided to not renew Carey's Contract or to enter into a subsequent contract with Carey, beyond June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District #2909, that Independent School District #2909 will not be renewing Jeffrey Carey's Contract or entering into a new or subsequent contract with Jeffrey Carey, beyond June 30, 2022, and, therefore, Jeffrey Carey's employment with Independent School District #2909 will terminate on June 30, 2022.

BE IT FURTHER RESOLVED that written notice be sent to Jeffrey Carey regarding the non-renewal of his Contract and termination of his employment, and that said notice shall be in substantially the following form:

NOTICE OF NON-RENEWAL AND TERMINATION

Jeffrey Carey
4459 Woodlawn Circle
Eveleth MN 55734

Dear Mr. Carey:

You are hereby notified that at a regular meeting of the School Board of Independent School District #2909 held on May 23, 2022, a resolution was adopted by a majority roll call vote to not renew your contract or to enter into a new or subsequent contract with you, beyond June 30, 2022. Consequently, your employment with Independent

School District #2909 will terminate effective on June 30, 2022.

Yours very truly,

/s/ Brandi Lautigar

Brandi Lautigar
School Board Clerk
I.S.D. #2909

The motion for the adoption of the foregoing resolution was duly seconded by Director _____ and upon vote being taken, the vote was as follows:

Ayes:

Nays:

Absent:

Whereupon said resolution was duly passed.

Chair Tim Riordan

Clerk Brandi Lautigar

COLLECTIVE BARGAINING AGREEMENT

July 1, 2021 to June 30, 2023

Between

Independent School District #2909

Rock Ridge Public Schools

And

Education Minnesota Rock Ridge

Local #7394

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Article I - Agreement

Section 1. AGREEMENT: This Agreement is entered into between the School Board of Independent School District #2909, Eveleth-Gilbert-Virginia, Minnesota, hereinafter referred to as the School District, and Education Minnesota Rock Ridge, Affiliate of Education Minnesota, National Education Association, and American Federation of Teachers hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., provides the terms and conditions of employment for teachers during the term of this Agreement.

Article II - Exclusive Representative

Section 1. RECOGNITION: In accordance with P.E.L.R.A., the School District recognizes the Union as the exclusive representative of the teachers employed by the School District, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. APPROPRIATE UNIT: The Exclusive Representative shall represent all teachers in the district as defined in P.E.L.R.A and in this Master Agreement.

Section 3. NEGOTIATIONS: The Board agrees not to negotiate with any individual teacher, group of teachers or teacher's organization other than the Union so long as the Union is the duly authorized, exclusive bargaining agent of the teachers of this district.

Article III - Definitions

Section 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation thereof, 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. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 2. TEACHER: The term teacher when used hereinafter in this Agreement shall mean all persons employed by the School District in a position for which licensure is required by the Minnesota Professional Educator Licensing and Standards Board (Statute 122A.15) and who are in the appropriate unit as per P.E.L.R.A.

Subd. 1. Full-Time Teacher: A full-time teacher shall be defined as a licensed teacher under contract by the School District at .8 FTE or more.

Subd. 2. Part-Time Teacher: A part-time teacher shall be defined as a licensed teacher under contract by the School District at less than a .8 FTE.

Subd. 3. School Readiness Teacher: A School Readiness teacher must possess a valid Minnesota teaching license.

Section 3. SCHOOL DISTRICT: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined in the P.E.L.R.A.

Article IV - School District Rights and Obligations

Section 1. INHERENT MANAGERIAL RIGHTS: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which includes, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. MANAGEMENT RESPONSIBILITIES: The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. EFFECT OF LAWS, RULES AND REGULATIONS: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Exclusive Representative also recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement that is found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Article V - Teachers' Rights

Section 1. RIGHT TO VIEWS: Pursuant to the P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or representative of a teacher to the expression or communication of a view, complaint, or opinion on any matter so long as such action does not interfere with or circumvent the rights of the Exclusive Representative.

Section 2. RIGHT TO JOIN: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations, but membership in a teacher organization shall not be required as a condition of employment.

Section 3. RIGHT TO EXCLUSIVE REPRESENTATIVE: Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating terms and conditions of employment and a grievance procedure for such teachers as provided in the P.E.L.R.A.

Section 4. REQUEST FOR DUES CHECK-OFF: Teachers shall have the right to request and be allowed dues check-off for the teacher organization of their selection. Upon receipt of a properly executed

authorization form by October 10th, the School District will deduct in fifteen (15) equal installments beginning October 31 and ending May 31st from the teacher's paycheck and transmit these dues to the teacher organization. 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, judgements, and executions or other forms of liability liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or any reason of the deduction of any part of union dues.

Section 5. PERSONNEL FILES: Pursuant to M.S. 122A.4, Subd. 19, as amended, all evaluations and files in paper or digital format generated within the School District relating to each individual teacher shall be available during regular school business hours to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

Section 6. EMERGENCY CLOSINGS: In the event that a student or a teacher duty day is lost for an emergency and the total teacher contract days is less than 175, the teacher shall perform duties on other days when school may be legally held, upon consultation with the exclusive representative. The day will be made up and the school board and union shall mutually agree on the make-up day.

Section 7. VACANCIES AND POSTING PROCESS: Whenever the administration opens a teaching or extra-curricular position, the District shall post notice of that available position. All postings shall be sent via email to all licensed staff's district email on the day the position is posted.

Subd. 1. Posting: The posting shall be made in each building, with a copy to the Union.

Subd. 2. Dates: Each posting shall indicate the date such notice is posted and the date the posting expires.

Subd. 3. Application: Teachers may apply for transfer, assignment, or reassignment to an available position provided they: (1) make written application prior to the expiration date of the notice, and; (2) possess a valid license to teach in the subject area or grade level that requires such licensure.

Subd. 4. Exceptions: Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

Article VI - Basic Schedules and Rates of Pay

Section 1. 2021-2022 and 2022-2023 SALARY SCHEDULES: The wages and salary schedules are a part of a teachers' continuing contract as outlined in this Agreement while this Agreement is in effect. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2021-2022 and 2022- 2023 school years and teachers shall advance one increment on the salary schedule.

Section 2. SALARY PAYMENTS: Teachers' salaries will be paid in twenty-four (24) equal payments. If a teacher has resigned or is retiring from the system, and has given sufficient notice, all earned salary will be paid at the close of the school year. Salaries will be paid on the 15th and the last day of the month. In a case where the 15th or the last day falls on a Saturday or Sunday or holiday, salaries will be paid on the last working day preceding the 15th or last day of the month.

Subd. 1. Salary Deduction: Whenever a pay deduction is made for a teacher's absence, the deduction will be calculated on the basis of 1/180 of the annual salary, or the salary per day.

Subd. 2. Schedule “B” Payments/Other Non-Salary Schedule Compensation: All Schedule “B” and/or other non-salary schedule compensation payments will be made after the activity is completed on a separate check from regular payroll.

Subd. 3. Overpayments & Underpayments: When payroll errors are identified, the District will review the nature of the error with the Union. In the case of an underpayment, the District shall reimburse the employee in full. In the case of an overpayment, the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of one year.

Section 3. LANE PLACEMENT ON SALARY SCHEDULE: All contract personnel will be placed on the proper lane on the salary schedule based on actual degree qualifications.

Subd. 1. Classifications: All teachers must hold valid Minnesota licenses for their teaching assignments. Provided, however, that alternative permissions granted by the Professional Educator Licensing and Standards Board (PELSB) shall be permitted.

Subd. 2. Germane: All credits or degrees must be germane to the teaching assignment or teaching licensure. Workshops, seminars, and courses are to be attended on the instructor’s own time with no reimbursement for expenses.

Subd. 3. Prior Approval: All credits, in order for application on the salary schedule, must be approved by the superintendent in writing. If credits are denied, the Superintendent must provide in writing the reason for the denial.

Subd. 4. Effective Date: Individual contracts will be modified to reflect qualified lane changes as they are verified. When verified with an official transcript of credits, the request for the lane change will be part of the agenda for a regular scheduled board meeting as soon as reasonably possible. The effective date of the lane approval will be retroactive to the day after verified paperwork has been properly submitted. All paychecks will be adjusted as soon as reasonably possible.

Subd. 5. Lanes:

- a) B.A. Lane: Bachelor's Degree from an accredited institution.
- b) B.A. +10 Lane: Semester credits can be undergraduate or graduate level.
- c) B.A. +20 Lane: Semester credits can be undergraduate or graduate level.
- d) B.A. +30 Lane or M.A.: Semester credits can be undergraduate or graduate level.
- e) M.A. +10 Lane: Semester credits must be graduate level, or if undergraduate level related to a specialized certificate or training.
- f) M.A. +18 Lane: Semester credits must be graduate level, or if undergraduate level related to a specialized certificate or training.

Section 4. NEW TEACHER:

Subd. 1. Lane Placement: A new teacher shall be placed on such lane of the salary schedule as provided by Article VI, Section 3, Subd. 5.

Subd. 2. Step Placement: A new teacher shall be placed on such a step of the salary schedule as agreed between the school district and the teacher.

Section 5. STEP ADVANCEMENT: All teachers employed in a school year qualify for a salary step advancement.

Section 6. SUBSTITUTE COVERAGE: Any teacher subbing on their prep for another teacher will receive \$42 per class period.

Subd. 1. Combined Classes Substitution: In cases where classes are combined and/or teachers take on additional students from other classes, they will be paid \$42 per period. This teaching assignment will be voluntary.

Subd. 2. Secondary Teachers Substitute Requirements: All full-time secondary teachers must substitute in 5 class periods (where a block class represents 2 periods) during the school year and all part-time teachers will substitute for a prorated amount of class periods, based on the 5 periods. After a secondary teacher has fulfilled their 5 class periods of subbing duties, secondary teachers who volunteer to substitute in a class period, will be paid \$42 per period. If teachers substitute for part of a class period their pay will be prorated.

Section 7. LONG-TERM SUBSTITUTE TEACHERS: After the thirtieth consecutive teaching day of subbing in the same position, or when the District knows the assignment will be more than 30 days, the teacher shall be a part of the bargaining unit and covered by the CBA. The rate shall be on the basis of the minimum salary of the schedule for the substitute's respective classification. However, the school board reserves the right to pay more than the minimum, if conditions warrant.

Section 8. PART-TIME TEACHERS: Part time employees employed at 0.8 FTE or more shall receive full fringe benefits. Such teachers shall advance one step on the salary schedule each year.

Section 9. HOMEBOUND INSTRUCTION: Homebound instructors shall be compensated at a rate of \$40 per hour. Homebound instruction positions shall be offered to a student's normal instructor(s) first. These teaching assignments shall be voluntary.

Article VII - Extra Compensation and Benefits

Section 1. 2021 - 2022 and 2022 - 2023 EXTRA-CURRICULAR SCHEDULES: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this Contract.

Section 2. VOCATIONAL CERTIFICATE: Teachers holding a vocational license and teaching a CTE course will earn a stipend of \$1500 annually.

Section 3. CONCURRENT ENROLLMENT: All teachers who teach dual/concurrent enrollment courses and who have an approved credentialing standard plan through SD/PGC of 18 credits in the field will earn an annual salary stipend for teaching dual/concurrent enrollment courses.

Subd. 1. Payment: Concurrent Enrollment Stipend: \$300 per section. This stipend will only be in effect during the years in which teachers are actively teaching courses. If a teacher eligible for a stipend chooses or is not assigned to teach a dual/concurrent enrollment course in any given year the stipend will not be paid. If changes in state or federal law or administrative rules are made regarding credentialing in dual/concurrent enrollment courses, this agreement will be revisited and modified to be consistent with the changes.

Section 4. EXTRA TEACHING ASSIGNMENT (OVERLOAD): Full pay will be allowed teachers for the overload hour class for regular classroom teaching assignment. Prior to assigning an overload hour class, the following eight (non-sequential) steps will be followed.

- a) Offered to part-time teachers, who are licensed in that area, first. Then the position may be offered to other part-time teachers if they are eligible for proper credentials from PELSB.
- b) Advertise the position.
- c) Rotation based on seniority.
- d) Opportunity for both Elementary and Secondary Teachers.
- e) Not offered to non-tenured teachers, unless all tenured teachers have turned it down or the department has no tenured teachers and administration approves non-tenured teaching the class.
- f) Initial enrollment numbers are shared with teachers within 5 working days of completion of pre-registration.
- g) All classes that meet an enrollment threshold of 20 will trigger a meeting between administration, affected staff (department), and union representation prior to the district determining if the class will be offered.
- h) When/if determined that a class will be offered, a pre-overage meeting with administration, union (President/Negotiators), individual teacher(s) will occur.

Section 5. EARLY RETIREMENT ANNOUNCEMENT: A stipend of \$500 will be paid to teachers if the teacher announces their retirement by February 15th of the school year before the end of the school year they are retiring from. This will be added to their last paycheck.

Section 6. LUNCH/PREP SUPERVISORY DUTIES: Teachers may voluntarily give up their 30 minutes of duty free lunch and/or 30 minutes of their prep to supervise students in the cafeteria, or on the playground. Teachers will be compensated with an annual stipend contained in Schedule B and paid at the end of the semester and at the end of the year. Volunteer teacher time will not be used to circumvent individuals who are currently in these positions.

Section 7A. SICK LEAVE RETIREMENT BENEFIT: Former Eveleth-Gilbert teachers hired before August 31, 2000, as well as any former Eveleth-Gilbert teachers retiring before June 30, 2022 will retire under the severance provisions outlined in this section.

Subd. 1. Eligibility: Teachers who have completed at least ten (10) years of service with the School District (697, 699, 2154, 2909) and who are, at retirement, 53 years of age, shall be eligible for a retirement benefit subject to the provisions set forth in this section. This section shall only apply to teachers whose service has been half time or greater as defined by this agreement.

- a) Teachers who have completed at least ten (10) years but less than twelve (12) years of service with the district, upon retirement, shall be eligible to receive 25% of their accumulated sick leave.
- b) Teachers who have completed at least twelve (12) years but less than fifteen (15) years of service with the district, upon retirement, shall be eligible to receive 50% of their accumulated sick leave.
- c) Teachers who have completed at least fifteen (15) years of service with the district, upon retirement, shall be eligible to receive 100% of their accumulated sick leave.

Subd. 2. Benefit: An eligible teacher, as defined in Subd. 1 of this section, shall receive a retirement benefit equal to his/her accumulated sick leave days multiplied by his/her daily rate of pay, up to a maximum of 130 days. The daily rate of pay for the retiring teacher shall be calculated based on the salary listed in the appropriate step/lane of Schedule A.

Subd. 3. Sick Day Credit: If a teacher has reached the 145 day maximum sick leave allowance and is going to retire at the end of the school year, he/she will be credited with twenty (20) days sick leave at the start of the school year, from which absences due to illness will be deducted. Any unused portion

of those twenty (20) days will be dropped, not added to the accumulated 145 or lesser number of days.

Subd. 4. Sick Day Accumulation: Should the teacher have the maximum accrued sick leave of 145 days, or a lesser amount at the beginning of the school year prior to the year of teacher’s actual retirement, and be caused to utilize sick leave during that school year because of serious illness of the teacher or a member of the teacher’s immediate family, School District shall allow the teacher to be credited in the actual year of retirement with up to 20 days of the annual sick leave allowance from that prior school year to the extent that the sick leave utilized for, and necessitated by, such serious illness. In no event, however, shall the teacher have accumulated more than 130 days of sick leave at the time of retirement to be used toward the teacher’s retirement benefit.

Subd. 5. Retiree Medical Insurance: The value of unused sick leave days remaining at the time of retirement shall be deposited into the 403(b) account established by the employee. The method of converting and determining the value of the unused sick leave days shall be provided in Subd. 2 of this section. Payment will be made within thirty (30) days of the retirement date and will be within the applicable IRS limits. In the event the full amount cannot be deposited into the 403(b) account due to IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date.

Section 7B. HEALTH CARE SAVINGS PLAN: All former Virginia teachers, former Eveleth-Gilbert teachers hired on or after August 31st, 2000, and Rock Ridge teachers will be eligible for the Health Care Savings Plan outlined in this section.

<u>Years of Service</u>	<u>Annual Contribution</u>
0-3	\$ 0
4-9	\$ 600
10-14	\$ 1,100
15-19	\$ 1,600
20-24	\$ 2,100
25 +	\$ 2,600

Maximum Lifetime Employer-Paid Contribution is \$40,000

Subd. 1. District Contribution: The district’s annual contribution to each employee employed at 0.8 FTE and above shall be based on the above grid. The district’s total contribution will equal \$40,000 providing the employee retires from the district with 10 years continuous service with the district and 55 years of age or having taught 30 years and 10 years of continuous service with the district.

Subd. 2. Catch-up provision: Up to five years prior to retirement, the employee has the option to receive their remaining entitlement in equal annual installments 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 or 403(b) shall be subtracted from the maximum entitlement to calculate the remaining contribution installments. This does not apply to district matching 403(b) contributions starting the 2019 contract year.

Subd. 3. Payment Schedule: District contributions shall be made into each employee’s Health Care Savings Plan on May 1st(or the last business day preceding May 1st if it falls on a weekend) each year.

Section 8. TAX-SHELTERED ANNUITIES/403B CONTRIBUTION:

Subd. 1. Individual Plan Modification: Tax-sheltered annuities are provided for all employees who wish to purchase or modify them on a quarterly basis (September 1, December 1, March 1, or June 1; A new group can be established by the request of a teacher).

Subd. 2. 403B Payment Schedule: The school district will match tenured teachers contributions up to \$850 annually in any approved State 403(b) annuities plan offered in the District. District supplied 403(b) monies will be calculated and allocated equally over 24 pay periods.

Subd. 3. 403B/457 Plan: All teachers covered by this Agreement shall be eligible to participate in a Deferred Compensation Plan which is subject to the rules of the State of Minnesota. Teachers will be provided the opportunity to participate in any State approved company, provided that there are at least five (5) participating employees for that company.”

Subd. 4. 403B Contributions: The District will contribute the following annual matching amount for each full-time teacher who enrolls. The District will contribute a pro-rated annual matching amount for each part-time teacher who enrolls, based on that teacher’s percentage of FTE.”

- a) \$450: For teachers in their 3rd - 5th years of teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School Districts
- b) \$550: For teachers in their 6th - 10th years of teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School Districts
- c) \$650: For teachers in their 11th - 15th years of teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School Districts
- d) \$750: For teachers in their 16th - 20th years of teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School Districts
- e) \$850: For teachers in their 21st and subsequent years of teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School Districts.

Section 9. MENTORSHIP: Teachers accepting mentorship assignments for the school year will be granted the option to choose two personal days without restrictions or a \$500 stipend paid by May 15th. Mentorship assignments will be offered to tenured teachers on a rotating basis.

Section 10. TRAVEL COMPENSATION: All Rock Ridge teachers required by the District to travel between buildings will be entitled to mileage reimbursement at the IRS rate for each trip between Rock Ridge campuses.

Subd. 1: Loss of Prep or Lunch Time: Any traveling teachers that will lose any part of their contractual prep or lunch time because of such travel will be entitled to a once yearly choice of the following:

- a) For teachers that must travel for an entire year:
 - 1) A \$10 stipend per trip between any of the Rock Ridge campuses.
 - 2) Or, two (2) unrestricted personal days, paid by the District, to be used at the teacher’s discretion during the school year. Teachers will follow normal procedures for personal day requests through their building principal when determining when these two days will be used.
- b) For teachers that must travel for a semester:
 - 1) A \$10 stipend per trip between any of the Rock Ridge campuses.
 - 2) Or, one (1) unrestricted personal day, paid by the District, to be used at the teacher’s discretion during the school year. Teachers will follow normal procedures for personal day requests through their building principal when determining when these two days will be used.

Article VIII - Working Conditions, Hours of Service, and Length of School Year

Section 1. LENGTH OF SCHOOL YEAR: The school year will consist of 180 duty days. The School District may add up to four (4) days of professional development contiguous to the school calendar. Teachers will be paid their individual daily rate (1/180) for each additional day up to four (4). The maximum number of student contact days will be 176 per school year and the maximum number of contract days 184. Teachers required to set up more than one classroom (i.e., traveling teachers and/or teachers teaching on more than one campus) will be granted a maximum of four (4) hours to set up each additional classroom and will be paid their daily rate of pay.

Subd. 1. Teacher Duty Days: The School District and president of designated representative shall, prior to April 1 of each school year establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

Subd. 2. Calendar: The school calendar will be established with input from the teachers. The Exclusive Representative will appoint up to four teachers to provide input on the development of the school calendar. In the event the Board seeks to change the adopted calendar, it shall consult with the Exclusive Representative.

Section 2. CONFERENCES: The Union agrees to take part in six (6) hours of conferences not to exceed two (2) sessions beyond the contractual workday. The teachers and Principal at each site will decide how conferences are held. Up to one day compensatory time off for working beyond the regular school day will be scheduled district-wide.

Section 3. LENGTH OF TEACHER WORK DAY: The specific hours at all buildings may vary building to building within the District. The basic day for a teacher will be 7.5 consecutive hours inclusive of a thirty-minute duty-free lunch. Duty free lunches will occur between and include the earliest and latest student lunches. Teachers will be on duty for those hours on Monday through Friday. On Fridays and days before vacations and holidays, teachers may leave their buildings 15 minutes early but not until students are properly supervised.

Subd 1. Prep Time: Teacher workload will consist of 255 instructional minutes in the high school and 310 instructional minutes in the elementary schools. These instructional minutes shall occur on a daily basis and are not to average out over a week, semester, year, or other unit of time. Both parties (District and Exclusive Representative) must agree if the instructional minutes are averaged out over any other period longer than one day. Travel time for teachers assigned duties on more than one campus will not be on prep time or duty free lunch. In addition, prep time for secondary teachers will consist of a minimum of two, separate, 50 continuous minute time periods. Prep time for elementary teachers will consist of a minimum of 70 minutes, at least 50 minutes of which will be in a continuous block of time.

Section 4. MEET AND CONFER MEETINGS: Will be held approximately every four (4) months at the request of the exclusive bargaining unit's meet and confer committee.

Subd. 1. Representation: Representatives of the School District and the exclusive bargaining unit's meet and confer committee will meet as prescribed by law or as needed for the purpose of reviewing the rules, regulations, or policies of the District.

Subd. 2. Format: Each party will submit to the other, at least twenty-four (24) hours prior to the meet and confer meeting, an agenda covering what they wish to discuss. **Subd. 3. Scheduling:** All meet and confer meetings will be scheduled to take place as promptly as possible at times when teachers and board members involved are free from assigned responsibilities unless otherwise mutually agreed.

Section 5. TEAM LEADERS: Teacher leaders for departments, grade levels, career academies, PLC, and other groups, will be co-selected between teachers and administration. Teacher leaders will receive no extra pay or stipend and their participation is voluntary. The principal will usually meet with team leaders on at least a monthly basis. The purpose of these meetings will be:

- a) Have a point of contact between the administrators and teachers for the purposes of disseminating information and determining potential topics of discussion.
- b) Lead team meetings, whether they be of department, grade level, career academies, PLC, or other groups.
- c) Ensure minutes are recorded and reported.
- d) Create and share agendas to other teachers.
- e) Report back to administration relevant information from teachers.
- f) Be a member of the building leadership team.

Section 6. WORKPLACE SAFETY: Reimbursement Resulting From Assault/Aggressive Behavior. The District shall reimburse members of this bargaining unit for the cost of replacement or repair of personal property damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaging in the performance of employee's duties.

Article IX - Unrequested Leave of Absence and Seniority Agreement

Section 1. PURPOSE: The purpose of this article is to implement the provisions of M.S. 122A.40, Subd. 10. which, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. DEFINITIONS: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher: "Teacher" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by M.S. 122A.40, Subd. 1. or M.S. 122A.41, Subd. 1(a).

Subd. 2. Qualified: "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught.

Subd. 3. Seniority: "Seniority" for purposes of ULA applies only to Tier 3 and Tier 4 qualified teachers per the provisions of Article IX, Secs 9 and 10.

Section 3. UNREQUESTED LEAVE OF ABSENCE: The Board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School District, by April 1st of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year. In placing teachers on unrequested leave, the Board is governed by the following provisions:

Subd. 1. Continuing Contract Teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by the initial date of hire as a licensed teacher.

Subd. 2. Exceptions for Licensure: Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a Tier 1 or Tier 2 license or Out of Field Permission (OFP), as defined by PELSB, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a Tier 1 or Tier 2 license, or OFP in the same field.

Subd. 3. Teacher On Special Assignment: Teachers on unrequested leave of absence (ULA) may apply for TOSA positions, and be considered by the district for these positions. The district will not be required to offer a teacher on ULA a TOSA assignment. (Per Article XIV, Section 2)

Section 4. NOTICE TO TEACHERS: Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- a) states the applicable grounds for the proposed placement;
- b) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

Section 5. RIGHT TO A HEARING AND DECISION: If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.

Section 6. FINAL BOARD ACTION: Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section 7. REINSTATEMENT: A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to

reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement must be in the inverse order of placement on leave of absence. A teacher must not be reinstated to a position in a field in which the teacher holds only a Tier 1 or Tier 2 license, or OFP, other than a vocational education license, while another teacher who holds a Tier 3 or Tier 4 license in the same field remains on unrequested leave. A teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

Section 8. VACANCIES AND NOTIFICATION: No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

Section 9. SENIORITY: Seniority in the District will be based on the cumulative years of service.

- a) The term “hired” will mean the seniority date currently listed on the merged Rock Ridge Seniority List for all staff employed during the 2021-2022 school year and listed on the initial merged Seniority List.
- b) 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.
- c) 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.
- d) 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.

Section 10. SENIORITY TIE BREAKER: In the case of equal seniority where 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.

Section 11. Filing Licenses and Preparation of Seniority Lists:

Subd. 1. Filing of licenses: In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the Superintendent's office as of January 15 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 15 will be considered for purposes of recall, but not for layoff.

Subd. 2. Preparation and posting of seniority and licensure lists: By January 15 of each school year, the School District shall create and post a seniority and licensure list. The list will include the

name of every teacher, their seniority date, continuing contract or probationary status, and licensure area by tier. Teachers will have 10 contract days to dispute placement on the Draft Seniority List. The District will then have 10 days to complete and distribute a Final Seniority List to all staff. The list will be posted at all school buildings in the district and email notification will be provided to teachers when the list is initially posted.

Section 12. BENEFITS WHILE ON LEAVE: Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section 13. EMPLOYMENT RIGHTS DURING LEAVE: Any teacher placed on leave may engage in teaching or any other occupation during the leave; may be eligible for unemployment compensation if otherwise eligible under that law for such compensation; and a leave will not impair the continuing contract rights of the teacher or result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Section 14. TERMINATIONS: The same provisions applicable to terminations of probationary or continuing contracts in Minnesota Statutes 122A.40 subd. 5 and subd. 7 must apply to placement on unrequested leave of absence.

Article X - Other Leaves of Absence

Section 1. SICK LEAVE ALLOWANCE:

Subd. 1. Eligibility: At the beginning of each school year each teacher shall be credited with a twenty (20) day sick leave allowance to be used for absences caused by illness, injury, a Doctor's diagnosed disability of the teacher, or for illness in the family. The family of a teacher or spouse shall include: mother, stepmother, father, stepfather, sister, brother, husband, wife, grandchild, guardian, member of household, adult or minor child, adult or minor stepchild, and grandparent, or other family member. Pursuant to Women's Economic Security Act, an employee who performs services for at least 12 months preceding the request, and for an average number of hours per week equal to one-half the full time equivalent position in the teacher's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those twelve months, may use sick leave for absences due to the illness of the employee's child for such reasonable periods as the teacher's attendance may be necessary on the same terms the teacher is able to use sick leave benefits for the teacher's own absence.

Subd. 2. Doctor's Note: An attending doctor's excuse may be required by the Superintendent, or their representative for illness of three or more days.

Subd. 3. Unused Leave: The unused portion of such allowance shall accumulate from year to year to a maximum of 145 days.

Section 2. LEAVE FOR CHILDBIRTH OR ADOPTION:

Subd. 1. Eligibility: A child care leave may be granted by the School District, subject to the provisions of this section, to natural or adoptive parents of a child or foster care placement of a child in his or her family, provided such parent is caring for the child on a full-time basis.

Subd. 2. Written Notice: A teacher applying for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months, except in cases of emergency, before commencement of the intended leave.

Subd. 3. Pregnancy and Sick Leave: If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. Leave Adjustment: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. Duration: 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:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the teacher to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be re-employed in a position in which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Failure to Return: Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. Experience Credit: A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 9. Group Insurance: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section.

Subd. 10. Extended Parental Leave: When a child is born or adopted during the school year, and after all federal and state leaves are exhausted, the spouse can ask the school board for additional leave days without district pay or benefits.

Subd. 11. Notification of Return: Teachers on child care leave shall notify the School District by April 1 of the leave year whether they plan to return to work at the conclusion of the child care leave.

Subd. 12. Spousal Leave: The second spouse will be granted a leave up to ten (10) days when a child is born or adopted during the school year. The spouse's leave will be deducted from their sick leave.

Section 3. SICK LEAVE BANK:

Subd. 1. Purpose: The purpose of the Sick Leave Bank is to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and have a "medical emergency," as defined as "a medical condition of the employee or family member of the employee that will

require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave otherwise available.

Subd. 2. Qualifications: To qualify for leave under the Sick Leave Bank:

- a) Employees must be contributing members of the Sick Leave Bank.
- b) Employees must have exhausted their sick and personal leave accruals.
- c) Employees must provide written verification by an attending physician and submit a written application requesting sick leave days.
- d) Leave to care for relatives and children with a medical emergency will follow the eligibility and limitations of Minnesota Statutes Chapter 181.
- e) Employees who are collecting benefits from long-term disability or workers compensations will not be eligible to access the Sick Leave Bank. Upon a determination of eligibility for TRA disability benefits, Sick Leave Bank benefits will cease. A teacher initially denied LTD or workers compensation who ultimately collects will be responsible to cooperate in the repayment of the sick leave bank to the extent permissible.
- f) Employees who are working less than full-time shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.

Subd. 3. Membership: Participation in the Sick Leave Bank will be determined as follows:

- a) In order to establish the Sick Leave Bank, each employee who wants to join will donate one (1) sick leave day.
- b) At the time of hire, employees shall be given the option to join the bank by authorizing the donation of one (1) sick leave day.
- c) At such time as the Sick Leave Bank balance dips below 45 days, all members will contribute one (1) day each. Employees who opt out of this contribution will no longer be members of the Sick Leave Bank and will lose eligibility for its benefits. Employees may rejoin the Sick Leave Bank when they make the next requested contribution.

Subd. 4. Administration: The Sick Leave Bank will be administered the following way:

- a) An employee must apply for benefits under the Sick Leave Bank by completing the necessary application form.
- b) The application will be submitted to the human resources department for processing.
- c) In the event an application is denied, the employee may appeal such denial to a committee made up of two members representing the bargaining unit members and one member representing the School District.

Subd. 5. Accounting: The District shall provide an aggregate accounting to the union of the status and use of the Sick Leave Bank at the end of each contract year.

Subd. 6. Donated Days Irretrievable: All days donated to the Sick Leave Bank shall be irretrievable by the donor except as provided herein.

Subd. 7. Severability: In the event the Sick Leave Bank is dissolved, all days shall be returned to those participating in the Bank. All members will receive an equal number of days, except that in no case will anyone receive more days than they contributed to the Bank.

Subd. 8. Maximum Benefit: The maximum Sick Leave Bank benefit shall be 30 days.

Section 4. DEATH IN THE FAMILY: A leave of three full days at full pay may be granted for any teacher each time a death occurs in the immediate family of the teacher or in the immediate family of the teacher's spouse. All days may be granted upon approval of the Superintendent. All days are to be

deducted from sick leave. The immediate family of a teacher or spouse shall include: mother, stepmother, father, stepfather, foster parent, grandmother, grandfather, sister, sister-in-law, brother, brother-in-law, husband, wife, child, stepchild, son-in-law, daughter-in-law, grandchild, guardian, significant other, aunt, uncle, niece, nephew or member of the household. Up to one day of funeral leave for close friends may also be allowed at the discretion of the Superintendent and will be deducted from sick leave.

Section 5. COACHING CLINICS: All (Education Minnesota Rock Ridge Local #7394 Members) MSHSL sanctioned head coaches (paid for by the district) shall be able to attend up to two days of in-state coaching clinics per school year per activity at district expense. All requests must be submitted to the Activities Director.

Section 6. PERSONAL LEAVE: A teacher shall have four personal leave days available during a duty/school year, subject to the following terms and conditions:

- a) A teacher shall have two personal leave days with no loss of wage to the teacher.
- b) A teacher shall have two personal leave days with a deduction of \$150 from the teachers wage.
- c) A teacher shall be allowed to roll-over or carry-over either one deduction or non-deduction day to the next school year, but in no event shall the teacher have more than five personal leave days.
- d) A teacher shall be allowed to sell back unused personal days that are at no loss of wage at \$150 per day. (Only days from part a).
- e) Requests for personal leave must be made two days in advance to the building principal, except in the event of provable emergencies.

Section 7. SHORT-TERM, LONG-TERM, and MEDICAL LEAVE OF ABSENCE:

Subd. 1. Short-Term Leave of Absence Without Pay: A short-term leave of absence without pay may be granted at the discretion of the Superintendent upon written request of the teacher. A teacher granted such leave shall retain all rights and benefits while on such leave. Short-term leave is defined as 1-15 days.

Subd. 2. Long-Term Leave of Absence Without Pay: A long-term leave of absence without pay may be granted by the Board of Education upon written request by the teacher. A teacher, while on a long-term leave of absence without pay, shall be eligible to receive fringe benefits, at the employee's expense, while on such leave and upon return to the same or a similar position, shall be reinstated to the rights and benefits acquired prior to such leave. Long term leave is defined as anything over 15 days.

Subd. 3. Medical Leave of Absence: A teacher who is unable to teach because of personal illness or injury, or who is on long-term disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon written request of the teacher. A teacher on such leave shall be permitted, at his/her own expense, to continue the fringe benefits available to the rest of the teachers. A note from a physician indicating the employee is unable to work shall be required.

Subd. 4. FMLA: Nothing in this article shall infringe on an employee's rights under FMLA.

Section 8. SABBATICAL LEAVE: The School Board will grant up to three (3) requests for sabbatical leave of absence per year.

Subd. 1. Qualifications: Teachers shall be eligible for a sabbatical leave after each seven (7) years of teaching. Sabbatical leave shall be granted on the basis of seniority.

Subd. 2. Time to Apply: Application for sabbatical leave must be made on or before January 1. Successful applicants will be notified on or before February 1.

Subd. 3. Salary: The teacher awarded sabbatical leave receives no compensation or benefits.

Subd. 4. Requirements: In order to be granted a sabbatical leave, teachers must agree to satisfy the following requirements:

- a) They will undertake programs which are designed to help them better perform their duties upon return.
- b) Staff members must have submitted for approval a tentative program leading to an advanced degree.
- c) Staff members with a M.A. Degree or training beyond the M.A. degree must submit for approval a summary of plans for study, research, and/or travel. (d) If the leave is granted for study, the recipient will earn a minimum of twenty (20) semester hours during the sabbatical year with one summer or equal work by writing a thesis or other work which has had prior approval by the Superintendent.

Section 9. JURY DUTY: If teachers must appear for jury duty or are subpoenaed as a witness for judicial proceedings, they shall receive the difference between their regular pay and the compensation given them, as a juror or witness, during the period of time they are compelled to be present in court as a juror or witness. A teacher subpoenaed for a school related case outside of the regular school year shall be paid their daily rate of pay.

Section 10. MILITARY LEAVE: M.S. 192.26 will apply.

Section 11. PROFESSIONAL LEAVE FOR UNION BUSINESS:

Subd. 1. Delegates: The executive officers of local professional teacher organization will certify to the School Board the number of official delegates allowed to the delegate assembly. Meetings of the delegate assembly are those dates which are scheduled and do not include information meetings, "emergency" meetings, or other similar meetings. The dates of said scheduled meetings will also be submitted to the School Board along with the names of said delegates. Two delegate members will be authorized to attend said delegate assembly without loss of pay. Two additional delegate members may be permitted to attend without loss of pay at the discretion of the Superintendent providing there is no expense to the District for substitutes.

Subd. 2. Usage: Members of the Union authorized by the Union president shall be granted up to sixteen (16) days collectively of paid union leave per school year, to conduct union business. Union leave by Union members for negotiations, mediation sessions, or meetings called by the District shall not be deducted from the twenty (20) total union leave days. The Union shall reimburse the School District the cost of a substitute teacher for each day of union leave that is used, if one is hired. The District will submit an invoice to the Union for the cost of substitute teachers.

Section 12. RELIGIOUS HOLIDAYS: Leave for religious holidays/observances/rituals shall be granted.

Article XI - Group Insurance

Section 1. SELECTION: The selection of the insurance carrier and policy shall be negotiated between the School Board and the Exclusive Representative.

Section 2. HEALTH, HOSPITALIZATION:

Subd. 1. Single Coverage BCBS J-Plan: The School District shall contribute 95% minus \$25 per month toward the premium for individual coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. (This includes current employees employed 0.8 FTE or greater as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 2. Family Coverage BCBS J-Plan: The School District shall contribute 70% minus \$25 per month toward the premium cost for family coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for family coverage. (This includes current employees employed 0.8 FTE or greater as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

Subd. 3. VEBA: Employees covered by this agreement will have an opportunity to choose to participate in a BC/BS VEBA 100 Plan. The school district's contribution shall be 85% of the VEBA 100 deductible regardless of the individual's FTE. Monthly premiums for the VEBA 100 Plan will be paid in the same way and manner in which premiums are paid for the "J" Plan. (This includes current employees employed 0.8 FTE or greater as well as all retirees receiving district paid health and hospitalization insurance as well as future retirees.)

The school district's contribution toward the VEBA 100 deductible shall be made in increments during the school year and such contribution is limited to only one contribution per family plan. Should any employee incur a medical or pharmaceutical bill in the first year of participation and before the school district contributes its full deductible obligation to the employee's VEBA balance, the school district shall contribute its full VEBA 100 deductible obligation to the employee's account under the following conditions:

- a) The request must be made in written form; and
- b) The written request must be supported by such proof and evidence as required by the school district.

Retirees opting for the VEBA 100 plan will have the same contribution levels made by the school district.

Subd. 4. Open Enrollment Period: An employee can exercise the option to participate in either the VEBA 100 Plan or BCBS J-Plan at any time in the future by the required election date (August 1 of each year). Employees can opt out of the VEBA 100 Plan or BCBS J-Plan anytime prior to the required election date (August 1 of each year).

Section 3. DENTAL INSURANCE: The District will provide \$20.00 per month per employee towards one District dental plan.

Section 4. LIFE INSURANCE: The School Board will furnish a fully paid term life insurance policy in the amount of \$50,000, with the option for teachers to purchase an additional \$50,000 of coverage at teacher cost including taxes and fees.

Section 5. LONG-TERM INSURANCE: Long-term (income protection) insurance is provided by the School Board for full-time contract employees.

Section 6. FRINGE BENEFITS: Full benefits provided in this article are designed for full-time personnel working at 0.8 FTE or more. Part-time employees working at less than 0.8 FTE shall be eligible for partial benefits and district contributions proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the district.

Section 7. CHANGE IN STATUS: A change in status by a teacher must be requested before September 15th of the contract year or two months prior to the new group contract year. A change in status may be made at any time during the year based on a qualifying life event.

Section 8. EARLY RETIREMENT MEDICAL AND HOSPITAL INSURANCE:

Subd. 1. Eligibility: The School District provides an early retirement medical and hospitalization insurance benefit program for those teachers hired prior to June 30, 1987, who retire with 30 or more years of service or are 55 years or older, and who have eight years or more of service in the District. Retirees subscribing to family coverage will receive the same medical and hospital coverage and premium contributions by the District as actively employed teachers. Retirees subscribing to single coverage will receive the same medical and hospital coverage and premium contributions by the District as actively employed teachers. Teachers with at least five years but less than eight years of service in the School District who retire at age 55 or later will receive one-half of the medical and hospital insurance benefits and premium contributions by the District provided for actively employed teachers.

Subd. 2. Medicare Eligibility: When an eligible teacher and or spouse reaches 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 contributions.

Section 9. RETIREMENT: Retiring teachers shall be permitted to remain in the medical and hospital insurance plan that is in effect at the time of their retirement.

Section 10. SURVIVING SPOUSE: A surviving spouse, upon death of a retired or active teacher, shall be permitted to remain in the medical and hospital plan at their own expense.

Section 11. HEALTH COVERAGE: (Former Virginia Contract) Any employee hired by the former I.S.D. 706 on or after July 1, 1987, who retires from service to the School District shall not be eligible for any contribution from the School District toward the cost of any medical and hospital insurance plans upon retirement.

Subd. 1. 1986-1987 Seniority List: This section will not apply to any teacher who has his/her name on the 1986-87 Seniority List.

Subd. 2. Eligibility after July 1, 1987: Teachers hired after July 1, 1987, who retire from the School District will be allowed to stay in the medical and health insurance plan that is in effect at the time of their retirement at their own expense.

Article XII - Grievance and Arbitration

Section 1. APPLICATION: This grievance procedure is applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subd. 4.

Section 2. DEFINITIONS:

Subd. 1. Scope: For the purpose of this Article, the words defined in this part have meanings given them.

Subd. 2. Bureau: "Bureau" means the Bureau of Mediation Services.

Subd. 3. Days: "Days" means calendar days.

Subd. 4. Employee: "Employee" means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes 179A.12.

Subd. 5. Grievance: "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subd. 1.

Subd. 6. Non-probationary: "Non-probationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Subd. 7. Party: "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 8. Service: "Service" means personal delivery; service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address; or documented service through email. Service under this article is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt; upon personal delivery; or an email time-stamp.

Section 3. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by this Article, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 4. STEP ONE: When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within thirty days (30) days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within fifteen (15) days after the grievance is presented.

Section 5. STEP TWO: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the next appropriate level of supervision by the Exclusive Representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within fifteen (15) days after the immediate supervisor's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within fifteen (15) days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on

the agent of the exclusive representative within fifteen (15) days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Section 6. STEP THREE: If the grievance is not resolved under step two, the Exclusive Representative may serve the written grievance upon the Superintendent of the employer or the person's designated representative within fifteen (15) days after the written response required by step two was due. An Agent of the exclusive representative shall meet with the Superintendent or designee within fifteen (15) days of service of the written grievance and they shall attempt to resolve the matter. The Superintendent or designee shall serve a written response to the grievance of the Agent of the exclusive representative within fifteen (15) days of the meeting.

Section 7. ARBITRATION:

Subd. 1. Referral to Arbitration: If the response of the Superintendent or designee is not received within the period provided in Step 3 or is not satisfactory, the Exclusive Representative may serve written notice on the employer of its intent to refer the case to arbitration within fifteen (15) days after the response required by Step three is due.

Subd. 2. Selection of Arbitrator: Within fifteen (15) days of the service of written notice of intent to arbitrate, the employer's Superintendent or designee shall consult with the Agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from a list of five names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If your party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of services of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 3. Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. Arbitration Expense: The employer and the Exclusive Representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Section 8, Subd. 1.

Subd. 5. Transcripts and Briefs: Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a

recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 8. PROCESSING OF GRIEVANCES:

Subd. 1. Release Time: To the fullest extent feasible, the processing of grievances under this Article shall be conducted during the normal business hours of the employer. Employees designated by the Exclusive Representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Article, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps: The parties may, by written mutual agreement, waive participation in the grievance steps in Sections 4, 5 and 6, and may similarly agree to extend the time limits established by Sections 4, 5, 6 and 7.

Subd. 3. Time Limits: Failure to raise a grievance within the time limits specified in Section 4, or to initiate action at the next step of the procedure in Sections 4, 5, 6 and 7 within the time limits in these parts shall result in forfeiture by the Exclusive Representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in Sections 4, 5, 6 and 7 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

Article XIII - Teachers on Special Assignment

Section 1. DEFINITION: The term "Teacher on Special Assignment" (TOSA) will be used to describe the assignment of a teacher into a non-classroom assignment. Special assignment positions may exist to provide leadership, mentorship, peer assistance or review, or coordination for an educational program of the district. The district will require a current Minnesota teaching license in order to be employed in a TOSA position. A Teacher in a TOSA position will follow the mutually agreed upon job description which will be included in an MOU. TOSA positions are not supervisory positions as defined in PELRA.

Section 2. ASSIGNMENT: A TOSA assignment must be mutually agreed on by the teacher and the district. Teachers may not use their seniority status to claim any TOSA position or vacancy. Teachers on unrequested leave of absence (ULA) may apply for TOSA positions, and be considered by the district for these positions. The district will not be required to offer a teacher on ULA a TOSA assignment. In the event of a TOSA, the District and Exclusive Representative will agree to an MOU that defines the duties, responsibilities, and terms of the position.

Section 3. TERM: The School Board shall determine the beginning and ending dates of a TOSA assignment, but at no time will the duration be for less than one semester. During the term of the special assignment, both parties will have the ability to evaluate the program and/or personnel needs, and if necessary request a change in assignment. In the event that either the district or the TOSA wish to end the term of the assignment, notification must be given to the other party, in writing by April 15th for the following school year.

Section 4. COMPENSATION AND CONTRACTUAL RIGHTS: A TOSA under this section shall continue to receive all compensations, fringe benefits, and other contractual benefits and protections. Due

to the nature of the special assignment, additional time and/or compensation may be required. Such time and compensation will be outlined in the description of the position when the position is posted or when the position is revised at a later date and mutually agreed upon. Job duties and pay for the TOSA will be defined in an individual contract. However the TOSA still falls under the main contractual agreement.

Section 5. SENIORITY: Accrual of seniority shall be unaffected by the TOSA. A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the district.

Section 6. REINSTATEMENT: An individual returning to their teaching duty from a TOSA under this section shall be reinstated to the teaching assignment he/she held prior to the special assignment, unless that position is no longer available. In that case, the teacher will be reassigned to a comparable position consistent with the teacher's license.

Article XIV - Early Childhood Family Education

Section 1. STATUTORY CONSIDERATIONS: Pursuant to Minn. Stat. 122A.26, an Early Childhood Family Education (ECFE) and School Readiness teacher, who teaches in an early childhood and family education, which is offered through a community education program which qualifies for Community Education aid, or ECFE aid, must meet licensure requirements as a teacher. However, Minn. Stat. 122A.15 specifically provides that such licensure shall not be construed to bring such an ECFE and School Readiness teacher within the definition of a teacher for purposes of Minn. Stat. 122A.40, Subd. 1.

Section 2. PROBATIONARY PERIOD: Early childhood and School Readiness teachers shall be deemed to have successfully completed their probationary period, providing they have fulfilled their three (3) year probationary period. The probationary period of ECFE and School Readiness teachers shall be three (3) school years of service. During the probationary period, the School District shall have the unqualified right to suspend, discharge or otherwise discipline an ECFE and School Readiness teacher, and the ECFE and School Readiness teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE and School Readiness teacher may be suspended or discharged only for just cause, and such ECFE and School Readiness teacher shall have access to the grievance procedure.

Section 3. SENIORITY: After completion of the probationary period, Early childhood and School Readiness teachers shall accrue seniority dated back to their first day of continuous service. The principles and procedures of seniority shall apply to Early childhood and School Readiness teachers on a separate and like basis except that:

- a) Early childhood and School Readiness teachers shall have a separate seniority list and shall have seniority rights only in the Early childhood program. Other District teachers shall not have bumping rights into the Early childhood education program.
- b) Cancellation of classes during the school year shall not cause the reassignment of senior teachers to the classes assigned to junior teachers.
- c) Any newly created or reinstated classes shall be offered on the basis of seniority to fill out a teacher's entitlement; however, if a senior ECFE and School Readiness teacher cannot teach a class due to another teaching conflict, the District may offer a position to a less senior ECFE and School Readiness teacher. These positions shall be posted.

Section 4. COMPENSATION: ECFE and School Readiness teachers shall be paid on a separate salary schedule based on an hourly rate established via collective bargaining. The rate shall be 100% of summer school rate of pay.

Section 5. PREPARATION TIME: Every ECFE and School Readiness teacher will receive one preparation time as follows: 1 hour class- 2 hours pay; 2 hour class- 3 hours pay; 3 hour class- 4 hours pay. Other preparation times to be determined between the teacher and the coordinator.

Section 6. HOURS OF SERVICE, DUTY DAY, DUTY WEEK, AND DUTY YEAR: Recognizing the unique, challenging, and irregular nature of the ECFE and School Readiness program, hours of service, duty day, duty week, and duty year shall be assigned by the School District and modified from time to time based on the needs of the program. Each teacher employed in the ECFE and School Readiness program shall be given five (5) Paid Time Off (PTO) days. These days shall be prorated based on a four-day work week position.

Section 7. APPLICABLE SECTIONS OF THE MASTER AGREEMENT: ECFE and School Readiness teachers shall be eligible for the following articles of the Master Agreement:

- Article I, Agreement
- Article II, Exclusive Representative
- Article III, Definitions
- Article IV, School District Rights and Obligations
- Article V, Teacher's Rights
- Article X, Other Leaves of Absence
- Article XII, Grievance and Arbitration
- Article XIV, Early Childhood Family Education
- Article XVII, Fair Practices
- Article XVIII, Duration and Effect
- Article XIX, Collective Bargaining Contract Ratification

Section 8. NON-APPLICABLE SECTIONS OF THE MASTER AGREEMENT: ECFE and School Readiness teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed, and continuing contract teachers.

- Article VI, Basic Schedules and Rates of Pay
- Article VII, Extra Compensation and Benefits
- Article VIII, Working Conditions, Hours of Service and Length of School Year
- Article IX, Unrequested Leave of Absence and Seniority Agreement
- Article XI, Group Insurance
- Article XIII, Teachers on Special Assignment
- Article XV, Licensed School Nurse
- Article XVI, Public Obligation

Article XV - Licensed School Nurse

Section 1. School Nurse Designation: The position of Licensed School Nurse is covered by all provisions of the CBA, with the following exceptions:

- a) The designated Licensed School Nurse will work 180 days at the appropriate step and lane without additional compensation. The District may schedule up to 10 additional days, if needed, to be paid at the daily rate of pay.

Article XVI - Public Obligation

Section 1. Public Obligation: The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the School District is of paramount importance.

Section 2. Illegal Strike Prohibition: The exclusive representative agrees, therefore, that during the term of this Contract neither the exclusive representative nor any individual employee shall engage in any strike except as permitted.

Article XVII - Fair Practices

Section 1. Discrimination: No person or persons, department, or divisions responsible to the School Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, gender identity, or membership in or association with the activities of the teacher organizations.

Article XVIII - Duration and Effect

Section 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, and continuing through June 30, 2023. If either party desires to modify or amend this Agreement commencing on July 1, 2021, it shall give written notice of such intent no later than May 1, 2023. Negotiations may begin at a date as mutually agreed upon. If a new and substitute contract has not been duly entered into prior to June 30 of that year, then terms and conditions of this contract shall continue in full force and effect until such a substitute contract has been adopted. The next contract shall be retroactive to July 1 of that year, except for new insurance benefits which cannot become effective until the new contract has been ratified and those fringe benefits secured.

Section 2. EFFECT: This Agreement constitutes the full and complete Agreement between the School Board and Education Minnesota Rock Ridge representing the teachers of the District. 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.

Section 3: FINALITY: Any matters relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless mutually agreed upon by the district and exclusive representative.

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

Schedule A - Salary Grid

2021-22 Salary Grid NEW ROCK RIDGE							2.00%
Step	BA	BA+10	BA+20	BA+30 MA	MA+10	MA+18	
A	44,639.00	46,439.00	48,303.00	51,716.00	52,635.00	54,525.00	
A+	45,441.00	47,273.00	49,215.00	52,693.00	53,618.00	55,511.00	
B	47,044.00	48,942.00	51,038.00	54,647.00	55,586.00	57,484.00	
B+	47,847.00	49,774.00	51,953.00	55,619.00	56,569.00	58,491.00	
C	49,452.00	51,439.00	53,782.00	57,562.00	58,537.00	60,504.00	
C+	50,252.00	52,269.00	54,692.00	58,536.00	59,524.00	61,508.00	
D	51,853.00	53,929.00	56,515.00	60,483.00	61,500.00	63,514.00	
D+	52,653.00	54,761.00	57,428.00	61,457.00	62,481.00	64,519.00	
E	54,255.00	56,422.00	59,253.00	63,405.00	64,445.00	66,530.00	
E+	55,058.00	57,257.00	60,165.00	64,379.00	65,430.00	67,534.00	
F	56,664.00	58,926.00	61,988.00	66,327.00	67,401.00	69,544.00	
F+	57,465.00	59,757.00	62,903.00	67,301.00	68,385.00	70,548.00	
G	59,066.00	61,418.00	64,733.00	69,250.00	70,352.00	72,557.00	
G+	59,867.00	62,253.00	65,645.00	70,222.00	71,337.00	73,560.00	
H	61,467.00	63,921.00	67,468.00	72,167.00	73,305.00	75,567.00	
H+	62,273.00	64,751.00	68,380.00	73,142.00	74,290.00	76,572.00	
I	63,884.00	66,410.00	70,205.00	75,091.00	76,259.00	78,584.00	
I+	65,538.00	68,151.00	72,059.00	77,071.00	78,267.00	80,654.00	
J	68,847.00	71,634.00	75,768.00	81,031.00	82,282.00	84,797.00	

2022-23 Salary Grid NEW ROCK RIDGE							1.00%
Step	BA	BA +10	BA +20	BA+30 MA	MA +10	MA+18	
A	45,085.00	46,903.00	48,786.00	52,233.00	53,161.00	55,070.00	
B	47,514.00	49,431.00	51,548.00	55,193.00	56,142.00	58,059.00	
C	49,947.00	51,953.00	54,320.00	58,138.00	59,122.00	61,109.00	
D	52,372.00	54,468.00	57,080.00	61,088.00	62,115.00	64,149.00	
E	54,798.00	56,986.00	59,846.00	64,039.00	65,089.00	67,195.00	
F	57,231.00	59,515.00	62,608.00	66,990.00	68,075.00	70,239.00	
G	59,657.00	62,032.00	65,380.00	69,943.00	71,056.00	73,283.00	
H	62,082.00	64,560.00	68,143.00	72,889.00	74,038.00	76,323.00	
I	64,523.00	67,074.00	70,907.00	75,842.00	77,022.00	79,370.00	
J	69,535.00	72,350.00	76,526.00	81,841.00	83,105.00	85,645.00	

Longevity: cumulative, for teachers teaching in the Eveleth-Gilbert/Virginia/Rock Ridge School District

Beginning of year 15 - end of year 19:	Career Increment #1: \$900
Beginning of year 20 - end of year 24:	Career Increment #2: \$900
Beginning of year 25 - end of year 29:	Career Increment #3: \$900
Beginning of year 30 and yearly thereafter:	Career Increment #4: \$900
	Maximum: \$3600

- 2% year one (2021-2022). Pay increase occurs on day 91.
- 1% year two (2022-2023). Pay increase begins on the 1st day.
- One time \$2,000 ESSER payment payable within 30 days of the State approval of the Rock Ridge ESSER plan to all teachers employed by the district on May 1, 2022

Schedule B - Extra-Curricular Salary Agreement

BOYS ATHLETICS

2021-22 and 2022-23

Football

Head Coach, Varsity	6,687
Assistant Coach, OC	4,538
Assistant Coach, DC	4,538
Head Coach, JV	4,538
Assistant Coach, JV	4,538
Coach, "C" Team	3,582
Coach, 8th Grade	3,105
Coach, 7th Grade	3,105

Basketball

Head Coach	7,403
Assistant Coach	5,015
JV Coach	5,015
C Team Coach	3,821
8th Grade	3,105
7th Grade	3,105

Hockey

Head Coach	7,403
Assistant Varsity Coach	5,015
JV Coach	5,015

Swimming

Head Coach	6,209
Assistant Coach	4,538
Assistant Coach (Diving)	3,105
Junior High Coach	3,105

Baseball

Head Coach	5,732
Assistant Coach	4,538
JV Coach	4,538
JV Assistant	4,538
8th Grade	3,105
7th Grade	3,105

Track

Head Coach	5,732
Assistant Coach	4,538

Assistant Coach	4,538
Junior High	3,105
Boys' / Girls' Alpine Ski	
Head Coach	5,732
Assistant Coach	4,538
Junior High	3,105
Golf	
Head Coach	5,732
Assistant Coach	3,821
Junior High	3,105
Tennis	
Head Coach	5,732
Assistant Coach	3,821
Junior High	3,105
Wrestling	
Head Coach	6,209
Assistant Coach	4,538
Assistant Coach	4,538
Junior High	3,105
Cross Country	
Head Coach	5,732
Junior High	3,105
GIRLS ATHLETICS	2021-22 and 2022-23
Volleyball	
Head Coach	6,687
Assistant Coach	4,538
JV Coach	4,538
C Team	3,821
8th Grade	3,105
7th Grade	3,105
Basketball	
Head Coach	7,403
Assistant Coach	5,015
JV Coach	5,015
C Team Coach	3,821
8th Grade	3,105
7th Grade	3,105

Hockey	
Head Coach	7,403
Assistant Varsity Coach	5,015
JV Coach	5,015
Swimming	
Head Coach	6,209
Assistant Coach	4,538
Assistant Coach (Diving)	3,105
Junior High Coach	3,105
Softball	
Head Coach	5,732
Assistant Coach	4,538
JV Coach	4,538
JV Assistant	4,538
8th Grade	3,105
7th Grade	3,105
Track	
Head Coach	5,732
Assistant Coach	4,538
Assistant Coach	4,538
Junior High	3,105
Golf	
Head Coach	5,732
Assistant Coach	3,821
Junior High	3,105
Tennis	
Head Coach	5,732
Assistant Coach	3,821
Junior High	3,105
Boys/ Girls Danceline	
Head Coach	5,732
Assistant Coach	4,538
Junior High	3,105
Cross Country	
Head Coach	5,732
Junior High	3,105

ATHLETICS MISCELLANEOUS	2021-22 and 2022-23
GAME WORKERS - 1 Event	40
GAME WORKERS - Varsity / JV	60
SITE MANAGER - Varsity / JV	90
SITE MANAGER - Lower Level	50
OTHER MSHSL ACTIVITIES	2021-22 and 2022-23
One Act Play Director	2,000
One Act Play Asst. Director	1,200
Speech Head Coach	3,400
Speech Asst Head Coach	2,000
Speech Junior High	1,500
Robotics	3,400
OTHER STUDENT ACTIVITIES	2021-22 and 2022-23
Art Club	478
Cafeteria/Noon/Before School Supervision	2,866
Chess Club /Board Games	478
Class Advisor	
Senior (includes graduation)	1,433
Junior (includes prom)	1,433
Sophomore	1,194
Crossing Guard Supervisor	955
DECA	955
Elementary Clubs	478
I Love to Read Coordinator	478
World Language Club (included exchange programs)	478
LEO's	955
Knowledge Bowl	1,433
Knowledge Bowl JV	1,433
Knowledge Bowl- Junior High	1,433
Knowledge Bowl, Elementary	1,194
Major Play Director (Fall and Spring)	3,105
Major Play Asst Director (Fall and Spring)	1,672
Math League (Sr)	955
Mathcounts (Jr)	955
Musical: Director/Choreographer	3,105
Musical: Music Director/Producer	2,627
Musical: Assistant Director	1,672
National Honor Society	1,911
Junior High National Honor Society	955
Poms Head Coach	3,105
Poms Asst Coach	1,672
Student Council(Sr)	1,911

Student Council (Jr)	1,672
Student Council (El)	1,433
Student Media/Video/Streaming/Public TV Coordinator	5,015
WEB Leader	1,911
Weight Lifting Coordinator/Strength Coach	5,015
SH Yearbook Advisor (if not a class)	2,866
Elementary Yearbook Advisor	1,672
School Forest Coordinator	2,149
Science Bowl SH	955
Science Bowl JH	955
eSports	955
Battle of the Book Club (competition included)	478
Construction Club	478
Fiddle Club	478
Engineering Club	478
Close Up	955
Fishing Club	955

Other Potential Clubs will be paid at the rate of \$478 with administrative approval.

Other Potential Clubs:

Archer, Board Game, Book, Computer Coding, Cooking, Creative Writing, Drama, Game, Geography, Green Team, History Day, Interact with Rotary, Intramurals, Lego League, Makerspace, Model United Nations, Music, Odyssey of the Mind, Photography, Science Olympiad, Science Team, Scholar, Scrabble, Social Studies, Technology, WAIT (We Are One Team) Cultural Awareness.

BAND/MUSIC	2021-22 and 2022-23
Jazz Band	478
Concerts (Band, Choir, Orchestra) - Per event	80
Marching Band	2,627
Pep Band - Per event	80
Supervising National Anthem Singers - Per event	25

MISCELLANEOUS	2021-22 and 2022-23
Summer School	31.00/hour
Night School	31.00/hour
Homebound Instruction	40.00/hour
Professional Development	31.00/hour

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MOUs

- a) Provisional Language on Possible Legislative Action
- b) Longevity pay for former Eveleth Gilbert Teachers
- c) 403b matching reimbursements for school year 2021-2022
- d) Teacher Evaluation MOUs



A State Certified Woman Owner Business

PROPOSAL/CONTRACT TERMS

BID DATE: Friday, May 20, 2022
JOB NAME: Parkview Learning Center
ADDRESS: 506 9th Ave W, Virginia, MN 55792

BID SUBMITTED TO: Jeff Carey
COMPANY: School District Superintendent
ADDRESS: Same
PHONE: 218-410-4522
EMAIL: jeff.carey@rrps.org

BASE BID WORK: At old school sections only. Newer School Sections Structure components are EXCLUDED

We will cut out all existing sealants and backer rod, lightly grind all masonry joint edges, clean, prep and prime all joints as necessary and required, install new backer rod and Premium Sealants (colors custom blended onsite) and tool to a professional finish at:

1. All windows and door frames to masonry joints.....**\$10,980.00**
2. All Masonry Control Joints, Vertical and Horizontal relief angle joints, louvers, skippers, capstones (transformer surround), precast decorative stones above window heads mortar joints and Sill Joints (grind out mortar joints and caulk).....**\$18,800.00**
3. Sidewalk slab to wall joints (ground out failed and deteriorated buffalo board) at North entrance.....**\$900.00.**

ALTERNATE WORK: Masonry Sealing and Preservation Work:

After completing all restoration work, we will return after proper curing, high pressure wash all the masonry components of the building, soaking all badly stained areas with a commercial masonry cleaner, scrub by hand and pressure wash rinse. After proper dry time, we will return and seal all the masonry components with ChemTrete ProtectoSill 40VOC masonry sealer to waterproof and protect for 20+ years.....**\$19,300.00**

MOBILIZATION:

We will provide, pick up and deliver one man lift needed to safely reach and perform the masonry work stated above as well as deliver and store all necessary components for this project.....**\$4,800.00**

EXCLUSIONS:

Any and all scope of work not specifically named and identified in the "Base Bid Work" narrative were not considerations in this proposal and are therefore to be Exclusions. Any scope of work beyond those identified in the Base Bid Narrative can be requested and contracted for an additional consideration and agreement.

WE PROPOSE to furnish mobilization, labor and material as required and necessary in accordance with the above for the Sum of:.....\$54,780.00

AUTHORIZED BID SIGNATURE: *Brian J. Smith* *04/29/2022*

ACCEPTANCE SIGNATURE: _____

Brian Smith brianjsmith812@gmail.com 847.343.8381
7501 Commerce Lane NE, Fridley, MN 55430
Phone: 763.574.8030 Fax: 763.574.8032 www.thecaulkersco.com