



# Cloquet Public Schools

## Regular Meeting

Monday, August 24, 2026 at 6:00 PM  
Garfield Board Room  
302 14th Street  
Cloquet, MN 55720  
302 - 14th Street, Cloquet, MN

5:30 pm Working Session

6:00 pm Regular Meeting

|                                                                                  |          |
|----------------------------------------------------------------------------------|----------|
| <b>I. Roll Call</b>                                                              |          |
| <b>II. Pledge of Allegiance</b>                                                  |          |
| <b>III. Consider Approval of Board Agenda</b>                                    |          |
| 1. Monday, August 24, 2026, School Board Agenda                                  | 3        |
| <b>IV. Consider Approval of School Board Minutes</b>                             | <b>5</b> |
| 1. Monday August 10, 2026, School Board Meeting Minutes                          | 8        |
| <b>V. Open Forum and Reception of Delegations, Petitions, and Communications</b> |          |
| 1. Public Comment                                                                |          |
| 2. Building and Department Reports                                               | 11       |
| <b>VI. Claims</b>                                                                |          |
| 1. Claims 8/19/2026                                                              | 12       |
| 2. Treasurer's Report, July 2026                                                 | 16       |
| 3. Investments Report, July 2026                                                 | 17       |
| 4. Food Service Report July 2026                                                 | 20       |
| <b>VII. Consent Items</b>                                                        |          |
| 1. <b>Resignation Letters</b>                                                    |          |
| a. ECFE Parent Educator (K. Copenhaver)                                          | 22       |
| b. School Readiness Classroom Assistant (R. Ryan)                                | 23       |
| c. 25 Hr/Wk ECSE Paraprofessional (J. McCausland)                                |          |
| d. 0.4 FTE Equity Coordinator (W. Waha)                                          |          |
| 2. <b>Recommendations for Employment</b>                                         |          |
| a. 1.0 FTE Elementary Ojibwe Language Instructor (K. Kier-Ficken)                |          |
| b. 6.5 Hr/Day AIE Academic Tutor (J. Wolfe)                                      | 24       |
| c. Girls Soccer Coach Volunteer (N. Regas)                                       | 25       |
| d. ECFE Classroom Assistant (B. Bartl)                                           | 26       |
| e. School Readiness Classroom Assistant (E. Waugh)                               | 27       |
| f. 6.75 Hr/Day Health Assistant (J. Hoffman)                                     | 28       |
| g. C Team Volleyball Coach (A. White)                                            | 29       |
| h. 1.0 Long Term Sub Math Teacher at CMS/CHS (J. Lorenz)                         | 30       |
| i. Long-term Substitute Physical Education Teacher at CMS (A. Miller)            | 31       |
| j. ECFE Parent Educator (S. Matzdorf)                                            | 32       |
| k. Kids Corner Program Assistant (A. Hecimovich)                                 | 33       |
| 3. <b>Extra Service Contracts</b>                                                |          |
| a. 2026-2027 Extra Service Contracts CMS                                         | 38       |
| b. Extra Service Contracts- Churchill                                            | 39       |
| c. Power Lunch Coordinator (Stephanie Pederson)                                  | 40       |

|                                                                                                                            |     |
|----------------------------------------------------------------------------------------------------------------------------|-----|
| d. Summer Basketball Coaching (See List)                                                                                   | 41  |
| e. Extra Service Contracts - Washington (see list)                                                                         | 42  |
| f. 6th Period Stipend for Work-Based Learning Grant Coordination (M. Wick)                                                 |     |
| 4. <b>Staffing Adjustments</b>                                                                                             |     |
| a. Increase Activity Van Driver from 3.5 hrs/day to 6.5 hrs/day (J. Bush)                                                  | 43  |
| <b>VIII. School Board Committee Report</b>                                                                                 |     |
| 1. Closed Session Report from August 10, 2026, Regarding the Performance of an Individual Subject to the Board's Authority |     |
| <b>IX. Agenda Addendums</b>                                                                                                |     |
| <b>X. Action Items</b>                                                                                                     |     |
| 1. Consider Approving the 2026-2028 AFSCME Custodial Contract                                                              | 44  |
| 2. Consider Approving the 2026-2028 AFSCME Secretarial Contract                                                            | 93  |
| 3. Consider Approving MOU with NorthStar Community Service for Day Treatment and CTSS Services at Cloquet Middle School    | 144 |
| 4. Consider Approving Contractual Leave of Absence Request for Part-time Cleaner (K. Johnson)                              |     |
| 5. Consider Approving 2028 GAPP Field Trip to Germany                                                                      | 148 |
| 6. Consider Approving Resolution Accepting Grant Funds from National Geographic                                            | 162 |
| <b>XI. Superintendent's Report</b>                                                                                         |     |
| 1. Negotiations                                                                                                            |     |
| 2. Back to School                                                                                                          |     |
| 3. Special Education and Compensatory Task Forces                                                                          |     |
| <b>XII. Upcoming Meetings/Events</b>                                                                                       |     |
| 1. Monday, September 14, 2026 - School Board Meeting - Boardroom                                                           |     |
| 5:30 p.m. Working Session, 6:00 p.m. Regular Meeting                                                                       |     |
| <b>XIII. Adjournment</b>                                                                                                   |     |

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



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### I. Roll Call

### II. Pledge of Allegiance

### III. Consider Approval of Board Agenda

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### IV. Consider Approval of School Board Minutes

1. Monday August 10, 2026, School Board Meeting Minutes

### V. Open Forum and Reception of Delegations, Petitions, and Communications

1. Public Comment
2. Building and Department Reports

### VI. Claims

1. Claims 8/19/2026
2. Treasurer's Report, July 2026
3. Investments Report, July 2026
4. Food Service Report July 2026

### VII. Consent Items

#### 1. Retirement Letters

#### 2. Resignation Letters

- a. ECFE Parent Educator (K. Copenhaver)
- b. School Readiness Classroom Assistant (R. Ryan)
- c. 25 Hr/Wk ECSE Paraprofessional (J. McCausland)
- d. 0.4 FTE Equity Coordinator (W. Waha)

#### 3. Recommendations for Employment

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- i. Long-term Substitute Physical Education Teacher at CMS (A. Miller)
- j. ECFE Parent Educator (S. Matzdorf)
- k. Kids Corner Program Assistant (A. Hecimovich)

#### 4. Extra Service Contracts

- a. 2026-2027 Extra Service Contracts CMS

- b. Extra Service Contracts- Churchill
- c. Power Lunch Coordinator (Stephanie Pederson)
- d. Summer Basketball Coaching (See List)
- e. Extra Service Contracts - Washington (see list)
- f. 6th Period Stipend for Work-Based Learning Grant Coordination (M. Wick)

**5. *Permission to Post***

**6. *Staffing Adjustments***

- a. Increase Activity Van Driver from 3.5 hrs/day to 6.5 hrs/day (J. Bush)

**7. *Grant Applications/Grant Awards/Donations***

**8. *Other***

**VIII. School Board Committee Report**

- 1. Closed Session Report from August 10, 2026, Regarding the Performance of an Individual Subject to the Board's Authority

**IX. Agenda Addendums**

**X. Action Items**

- 1. Consider Approving the 2026-2028 AFSCME Custodial Contract
- 2. Consider Approving the 2026-2028 AFSCME Secretarial Contract
- 3. Consider Approving MOU with NorthStar Community Service for Day Treatment and CTSS Services at Cloquet Middle School
- 4. Consider Approving Contractual Leave of Absence Request for Part-time Cleaner (K. Johnson)
- 5. Consider Approving 2028 GAPP Field Trip to Germany
- 6. Consider Approving Resolution Accepting Grant Funds from National Geographic

**XI. Superintendent's Report**

- 1. Negotiations

**XII. For Your Information**

**XIII. Upcoming Meetings/Events**

- 1. Monday, September 14, 2026 - School Board Meeting - Boardroom  
5:30 p.m. Working Session, 6:00 p.m. Regular Meeting

**XIV. Adjournment**

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

August 10, 2026

Board Chair, L. Butler called the working session to order at 5:30 p.m.

Topics discussed:

Dr. Cary gave an update on negotiations, CAAEP/ NLA move, staffing changes and increases for 5<sup>th</sup> grade, Steve Battaglia talked about the Online School pilot program. There being nothing further to discuss, Board Chair, L. Butler adjourned the meeting at 6:03 p.m.

August 10, 2026

The Regular Meetings of the School Board of Independent School District No. 94, in the City of Cloquet on July 14, 2025, was called to order by Board Chair L. Butler at 6:05 p.m.

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

- Dave Battaglia
- LeAnn Butler
- Nichole Diver
- Gary Huard
- Melissa Juntunen
- Nate Sandman

Present in Person:

- Dr. Michael Cary, Superintendent
- Bill Bauer, Technology
- Kate Olson, Finance Secretary
- Dawn Hultgren, Business Manager
- Ashlee Lennartson, EM-C Rep

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

**APPROVAL OF BOARD AGENDA**

- RESOLVED by N. Sandman to approve August 10, 2026, regular board agenda, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

**APPROVAL OF MEETING MINUTES**

- RESOLVED by G. Huard to approve the July 13, 2026, Regular Meeting, as presented. L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

**OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS**

- Building and Department Reports were reviewed

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

- RESOLVED by D. Battaglia to approve Claims, July 15, 22, 29, August 6, 2026; Treasurer's Reports, June 2026, Investment Report, June 2026; Wire Transfers, July 2026 as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

**CONSENT ITEMS**

- RESOLVED by N. Sandman to approve the Consent Items, as presented.

**1. Resignations**

- a. Julie Midas, 1.0 FTE ECSE Teacher, effective August 7, 2026
- b. Nathan Bents, 1.0 FTE Long Term Substitute Math Teacher, effective July 21, 2026 – pending hire
- c. Autumn Marquardt, 6.75 hrs./day Paraprofessional at NLA, effective July 21, 2026
- d. Allison Ringat, Lifeguard and WSI with Community Education, effective July 12, 2026
- e. Piper Jaakola, Washington AIE Tutor, effective July 20, 2026
- f. Hollie Cobb, Food Service Worker at CMS, effective July 27, 2026
- g. Stacy Smith, 3.5-hour Food service worker at Churchill Effective July 18, 2026 Pending Hire
- h. Vanessa Johnson, 3.5-hour Food Service worker at CMS Effective August 5, 2026

**2. Recommendations of Employment:**

|    | NAME            | POSITION/LOCATION                               | SALARY**  | START DATE |
|----|-----------------|-------------------------------------------------|-----------|------------|
| a. | Amanda Hakamaki | 1.0 FTE Spec. Ed. Teacher (pend. Lic.) at Wash. | BA Step 1 | 8/20/26    |
| b. | Nathan Bents    | 1.0 FTE Spec. Ed. Teacher (pend. Lic.) at NLA   | MA Step 1 | 8/18/26    |

|                     |                                                         |               |           |
|---------------------|---------------------------------------------------------|---------------|-----------|
| c. Emily Ruhnke     | Girls Tennis                                            | Volunteer     | 8/2026    |
| d. Krystina Carlson | 6.75hr/day Secretary Receptionist at Churchill          | Step 5 Frozen | 8/11/2026 |
| e. Stacy Smith      | 3 hr/day Cook Helper at Churchill                       | 19.24/hr      | 9/9/2026  |
| f. Nicole Vegar     | 0.1 FTE Intervention Support A&I                        |               | 8/24/2026 |
| g. Haley Egge       | 1.0 FTE 4 <sup>th</sup> Grade at Washington             | BA +20 Step 5 | 8/24/2026 |
| h. Alexa Fischer    | 1.0 FTE LTS 4 <sup>th</sup> Grade at Wash (pending LOA) | MA step 1     | 8/24/2026 |

### **3. Extra Services Contracts**

- Lindsey Doty Food Service Secretary 5 extra days for back-to-school prep
- 2026-2027 Extra Service, Online 6<sup>th</sup> Assignments and 6<sup>th</sup> period stipends at CAAEP
- Rescind C Team Volleyball Coach O.Diver
- Kelsey Motzko JV Volleyball Coach

### **4. Permission to Post**

- Increase from 3.5hr/day to 5 hr/day Cook Helper at CMS
- One 1.0 FTE 5<sup>th</sup> grade teacher and one .2 Specialist Teacher for Physical Education, Art and/or Music

### **5. Staffing Adjustment**

- April Issacson Churchill Cook from 5.5 hrs. to 6.25 hours
- Deb Hartwig Washington Cook from 6 hrs. to 6.25 hours

- N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

### **AGENDA ADDENDUMS**

There were none.

### **NEW BUSINESS**

- RESOLVED by L. Butler to approve the 2027-2030 Superintendent Contract with Dr. Michael Cary, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by D. Battaglia to approve 2026-2029 Print Shop Operator Contract with Beth Nelson. N. Diver seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 2026-2027 Authorization of Utilization of Legal Firms (Updated) L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
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- RESOLVED by N. Sandman to approve the 2026-2027 Sign Language Interpreter Contract with NLSEC (contract #15). L. Butler seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Diver to approve the Request for Quotes for the 2026-2027 Snow Removal Services. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the 1<sup>st</sup> reading of Substantive Policy Changes: Policies 208, 402, 410, 430, 503, 509, 515, 521, 524, 530, 613, 615, 616, 621, 701, 709, 721, 722 and waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by L. Butler to Support the Op Ed Letter regarding Enbridge Property Tax Dispute. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

### **SUPERINTENDENT REPORT**

- Negotiations Update

- Permanent School Fund
- 2026-2027 School District Goals
- Op Ed Letter

#### **CLOSED SESSION**

- RESOLVED by N. Sandman to move to closed session pursuant to MN Statute Section 13D.05 for the annual review of Superintendent Dr. Michael Cary. N Diver seconded the motion, and the resolution was approved by unanimous yeas vote of all members present at roll call. The meeting was closed at 6:20p.m. The meeting resumed at 7:17 p.m.

#### **FOR YOUR INFORMATION**

1. Job Postings
  - a. 1.0 FTE Long Term Substitute Special Ed Teacher at NLA
  - b. 1.0 AIE Tutor at Washington Elementary
  - c. 0.2 Specialist Teacher Position for Physical Education, Art and or Music at CMS
2. Updated "Who do I contact" flyer
3. Rescinding Leave of Absences and Return to 5<sup>th</sup> Grade Position (Jason Barney)
4. Cloquet Community Ed Launches New "Start Strong Kinder Ready Resource" Page on the website

#### **FOR YOUR INFORMATION**

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#### **ADJOURNMENT**

There being nothing further to discuss, Board Chair L. Buttler adjourned the meeting at 7:18 p.m.

ATTEST:

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Clerk of the School Board

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Chair of the School Board

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#### **ADJOURNMENT**

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ATTEST:

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Clerk of the School Board

---

Chair of the School Board

## Department Reports

### Churchill Elementary:

Nothing Submitted

### Washington Elementary:

Nothing Submitted

### Cloquet Middle School:

Nothing Submitted

### Cloquet High School and CAAEP:

CHS

- Fall sports started this week – we'll already have some scrimmages in before this board meeting!
- Our counselors and secretaries are back on more regular schedules now preparing for the new year.
- Our 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> graders were in this week working with our counselors on schedules.
- Our 9<sup>th</sup> grade orientation is on Wed. 9/2.
- Our building looks great and is ready to staff and students.

CAAEP

- Teachers have been in a bit this summer setting up classrooms.
- Construction is all done – this was a very smooth process for such a heavy lift to get accomplished in a short time frame. Our custodial staff has been unbelievable this summer!
- Signage is going in this week.
- We're working on student schedules and student in-takes this week.

Submitted by Steve Battaglia, Cloquet High School Principal

### Community Education

Nothing Submitted

### Business Department:

Dawn Hultgren, Business Manager, will be attending in person

### American Indian Education Department:

Nothing Submitted

### Building and Grounds:

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

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

| <b>Fund</b>         | <b>Description</b>     | <b>Total</b>        |
|---------------------|------------------------|---------------------|
| 01                  | General                | \$442,095.87        |
| 02                  | Food Services          | \$1,611.46          |
| 03                  | Transportation         | \$4,168.18          |
| 04                  | Community Services     | \$8,252.67          |
| 05                  | Capital Expenditure    | \$54,603.37         |
| 06                  | Building Construction  | \$83,960.00         |
| 12                  | Activities             | \$26,851.65         |
| 45                  | OPEB Irrevocable Trust | \$1,264.59          |
| <b>Report Total</b> |                        | <b>\$622,807.79</b> |

# Cloquet Public Schools

## Check Register by Bank and Check

Check Number: 0-2147483647    Payment Date: 8/19/2026-8/31/2026    Period: 0-99999999

| Batch | Bank | Pynt No | Check No | Pay Type | Grp | Code  | Rcd | Vendor                          | Print | Recon | Void | Pmt/Void<br>Date | Amount     |
|-------|------|---------|----------|----------|-----|-------|-----|---------------------------------|-------|-------|------|------------------|------------|
| 2     |      | 111456  | 31094    | Check    | 1   | 00400 |     | ACTIVITY FUND-SENIOR HIGH       | Yes   | No    | No   | 08/19/2026       | 425.00     |
|       |      | 111458  | 31095    | Check    | 1   | 10159 |     | ADVANCED SERVICES, INC          | Yes   | No    | No   | 08/19/2026       | 120.00     |
|       |      | 111459  | 31096    | Check    | 1   | 10294 |     | BENSON ELECTRIC COMPANY         | Yes   | No    | No   | 08/19/2026       | 31,089.98  |
|       |      | 111493  | 31097    | Check    | 1   | 14850 |     | BLICK ART MATERIALS             | Yes   | No    | No   | 08/19/2026       | 51.74      |
|       |      | 111482  | 31098    | Check    | 1   | 11809 |     | CAMFIL USA INC                  | Yes   | No    | No   | 08/19/2026       | 8,012.78   |
|       |      | 111509  | 31099    | Check    | 1   | 4072  |     | CAMPBELL, CORINNE               | Yes   | No    | No   | 08/19/2026       | 34.66      |
|       |      | 111457  | 31100    | Check    | 1   | 08336 |     | CARLTON COUNTY HUMAN SERVICE    | Yes   | No    | No   | 08/19/2026       | 190.00     |
|       |      | 111532  | 31101    | Check    | 1   | 9452  |     | CARY, MICHAEL                   | Yes   | No    | No   | 08/19/2026       | 104.29     |
|       |      | 111471  | 31102    | Check    | 1   | 11139 |     | CESO                            | Yes   | No    | No   | 08/19/2026       | 825.00     |
|       |      | 111460  | 31103    | Check    | 1   | 10401 |     | CITY OF CLOQUET                 | Yes   | No    | No   | 08/19/2026       | 3,244.50   |
|       |      | 111502  | 31104    | Check    | 1   | 2840  |     | CLOQUET COUNTRY CLUB            | Yes   | No    | No   | 08/19/2026       | 2,500.00   |
|       |      | 111464  | 31105    | Check    | 1   | 10650 |     | CLOQUET INTERIORS               | Yes   | No    | No   | 08/19/2026       | 4,656.00   |
|       |      | 111470  | 31106    | Check    | 1   | 11051 |     | CLOQUET TRANSIT CO              | Yes   | No    | No   | 08/19/2026       | 2,839.12   |
|       |      | 111477  | 31107    | Check    | 1   | 11550 |     | COMMUNITY PRINTING              | Yes   | No    | No   | 08/19/2026       | 442.25     |
|       |      | 111510  | 31108    | Check    | 1   | 4073  |     | CONSOLIDATED COMMUNICATIONS     | Yes   | No    | No   | 08/19/2026       | 3,147.44   |
|       |      | 111485  | 31109    | Check    | 1   | 11814 |     | D'S DETAIL TINT N VINYL         | Yes   | No    | No   | 08/19/2026       | 2,900.00   |
|       |      | 111486  | 31110    | Check    | 1   | 11815 |     | ERICKSON CHAD                   | Yes   | No    | No   | 08/19/2026       | 35.00      |
|       |      | 111534  | 31111    | Check    | 1   | 9601  |     | EROSION CONTROL SPECIALISTS, II | Yes   | No    | No   | 08/19/2026       | 3,412.00   |
|       |      | 111528  | 31112    | Check    | 1   | 8229  |     | ESSE, DAVID                     | Yes   | No    | No   | 08/19/2026       | 167.20     |
|       |      | 111469  | 31113    | Check    | 1   | 11046 |     | FIREPRO SPRINKLER SPECIALISTS   | Yes   | No    | No   | 08/19/2026       | 2,250.00   |
|       |      | 111476  | 31114    | Check    | 1   | 11514 |     | FRENCH JOSEPH                   | Yes   | No    | No   | 08/19/2026       | 40.00      |
|       |      | 111484  | 31115    | Check    | 1   | 11813 |     | GLENWOOD LLC                    | Yes   | No    | No   | 08/19/2026       | 416.00     |
|       |      | 111492  | 31116    | Check    | 1   | 1362  |     | GOODIN CO                       | Yes   | No    | No   | 08/19/2026       | 906.00     |
|       |      | 111495  | 31117    | Check    | 1   | 21450 |     | GOPHER SPORT                    | Yes   | No    | No   | 08/19/2026       | 101.70     |
|       |      | 111496  | 31118    | Check    | 1   | 21951 |     | GREAT LAKES AQUARIUM            | Yes   | No    | No   | 08/19/2026       | 230.00     |
|       |      | 111489  | 31119    | Check    | 1   | 12271 |     | GREAT LAKES OFFICE SOLUTIONS    | Yes   | No    | No   | 08/19/2026       | 4,337.45   |
|       |      | 111519  | 31120    | Check    | 1   | 5684  |     | HILLYARD INC MINNEAPOLIS        | Yes   | No    | No   | 08/19/2026       | 610.21     |
|       |      | 111521  | 31121    | Check    | 1   | 5992  |     | HORIZON COMMERCIAL POOL SUPP    | Yes   | No    | No   | 08/19/2026       | 1,346.43   |
|       |      | 111535  | 31122    | Check    | 1   | 9603  |     | HUDL                            | Yes   | No    | No   | 08/19/2026       | 19,100.00  |
|       |      | 111487  | 31123    | Check    | 1   | 11816 |     | HULTGREN DAWN                   | Yes   | No    | No   | 08/19/2026       | 34.66      |
|       |      | 111508  | 31124    | Check    | 1   | 4002  |     | INFINITE CAMPUS INC             | Yes   | No    | No   | 08/19/2026       | 1,451.00   |
|       |      | 111530  | 31125    | Check    | 1   | 9072  |     | INNOVATIVE OFFICE SOLUTIONS LL  | Yes   | No    | No   | 08/19/2026       | 90.41      |
|       |      | 111497  | 31126    | Check    | 1   | 25420 |     | ISD #0095 CROMWELL              | Yes   | No    | No   | 08/19/2026       | 4,858.62   |
|       |      | 111498  | 31127    | Check    | 1   | 25460 |     | ISD #0099 ESKO PUBLIC SCHOOLS   | Yes   | No    | No   | 08/19/2026       | 13,261.04  |
|       |      | 111463  | 31128    | Check    | 1   | 1064  |     | ISD #0318 GRAND RAPIDS          | Yes   | No    | No   | 08/19/2026       | 5,356.40   |
|       |      | 111501  | 31129    | Check    | 1   | 2709  |     | ISD #0577 WILLOW RIVER          | Yes   | No    | No   | 08/19/2026       | 112.48     |
|       |      | 111499  | 31130    | Check    | 1   | 25820 |     | ISD #0700 HERMANTOWN            | Yes   | No    | No   | 08/19/2026       | 3,994.58   |
|       |      | 111462  | 31131    | Check    | 1   | 1063  |     | ISD #0709 DULUTH                | Yes   | No    | No   | 08/19/2026       | 244,949.84 |
|       |      | 111526  | 31132    | Check    | 1   | 6912  |     | IXL MEMBERSHIP SERVICES         | Yes   | No    | No   | 08/19/2026       | 3,312.50   |

# Cloquet Public Schools

## Check Register by Bank and Check

Check Number: 0-2147483647 Payment Date: 8/19/2026-8/31/2026 Period: 0-99999999

| Batch | Bank | Pymt No | Check No | Pay Type | Grp | Code  | Rcd | Vendor                        | Print | Recon | Void | Pmt/Void Date | Amount    |
|-------|------|---------|----------|----------|-----|-------|-----|-------------------------------|-------|-------|------|---------------|-----------|
| 2     |      | 111513  | 31133    | Check    | 1   | 4331  |     | JAZDZEWSKI, JAMIE             | Yes   | No    | No   | 08/19/2026    | 114.99    |
|       |      | 111533  | 31134    | Check    | 1   | 9465  |     | JOHNSON FITNESS & WELLNESS    | Yes   | No    | No   | 08/19/2026    | 334.00    |
|       |      | 111503  | 31135    | Check    | 1   | 29600 |     | L & M SUPPLY                  | Yes   | No    | No   | 08/19/2026    | 743.12    |
|       |      | 111524  | 31136    | Check    | 1   | 6673  |     | LAKE SUPERIOR ZOOLOGICAL SOC  | Yes   | No    | No   | 08/19/2026    | 250.00    |
|       |      | 111504  | 31137    | Check    | 1   | 30365 |     | LCS COACHES INC               | Yes   | No    | No   | 08/19/2026    | 2,302.47  |
|       |      | 111538  | 31138    | Check    | 1   | 9792  |     | LEAF                          | Yes   | No    | No   | 08/19/2026    | 2,803.07  |
|       |      | 111488  | 31139    | Check    | 1   | 11817 |     | MASOP                         | Yes   | No    | No   | 08/19/2026    | 50.00     |
|       |      | 111500  | 31140    | Check    | 1   | 2692  |     | MASSP                         | Yes   | No    | No   | 08/19/2026    | 195.00    |
|       |      | 111461  | 31141    | Check    | 1   | 10492 |     | MATHY CONSTRUCTION COMPANY    | Yes   | No    | No   | 08/19/2026    | 80,100.00 |
|       |      | 111505  | 31142    | Check    | 1   | 32051 |     | MCGRAW HILL SCHOOL EDUCATION  | Yes   | No    | No   | 08/19/2026    | 1,462.52  |
|       |      | 111478  | 31143    | Check    | 1   | 11651 |     | MESABI GLASS WINDOW & DOOR    | Yes   | No    | No   | 08/19/2026    | 926.00    |
|       |      | 111480  | 31144    | Check    | 1   | 11790 |     | METEOR EDUCATION LLC          | Yes   | No    | No   | 08/19/2026    | 16,350.76 |
|       |      | 111466  | 31145    | Check    | 1   | 10765 |     | MINERS INCORPORATED           | Yes   | No    | No   | 08/19/2026    | 1,155.23  |
|       |      | 111518  | 31146    | Check    | 1   | 5675  |     | MINNESOTA ENERGY RESOURCES    | Yes   | No    | No   | 08/19/2026    | 557.63    |
|       |      | 111507  | 31147    | Check    | 1   | 36651 |     | MINNESOTA POWER               | Yes   | No    | No   | 08/19/2026    | 53,196.94 |
|       |      | 111523  | 31148    | Check    | 1   | 6665  |     | MONTGOMERY, MATT              | Yes   | No    | No   | 08/19/2026    | 235.36    |
|       |      | 111490  | 31149    | Check    | 1   | 1284  |     | MSHSL                         | Yes   | No    | No   | 08/19/2026    | 220.00    |
|       |      | 111473  | 31150    | Check    | 1   | 11365 |     | NELSON MARCIA                 | Yes   | No    | No   | 08/19/2026    | 226.48    |
|       |      | 111506  | 31151    | Check    | 1   | 3449  |     | NORTHERN DOOR & HARDWARE INC  | Yes   | No    | No   | 08/19/2026    | 405.00    |
|       |      | 111475  | 31152    | Check    | 1   | 11485 |     | NORTHERN LIGHTS ACADEMY #6096 | Yes   | No    | No   | 08/19/2026    | 53,878.09 |
|       |      | 111511  | 31153    | Check    | 1   | 41104 |     | NORTHLAND FIRE AND SAFETY     | Yes   | No    | No   | 08/19/2026    | 2,890.00  |
|       |      | 111525  | 31154    | Check    | 1   | 6677  |     | NORTHLAND LEARNING CENTER     | Yes   | No    | No   | 08/19/2026    | 1,602.23  |
|       |      | 111491  | 31155    | Check    | 1   | 1289  |     | PARK AVE FITNESS              | Yes   | No    | No   | 08/19/2026    | 726.75    |
|       |      | 111467  | 31156    | Check    | 1   | 10778 |     | PER MAR SECURITY SERVICES     | Yes   | No    | No   | 08/19/2026    | 319.95    |
|       |      | 111516  | 31157    | Check    | 1   | 5286  |     | PITNEY BOWES PURCHASE POWER   | Yes   | No    | No   | 08/19/2026    | 2,005.75  |
|       |      | 111514  | 31158    | Check    | 1   | 44930 |     | PREMIERE THEATRES             | Yes   | No    | No   | 08/19/2026    | 847.00    |
|       |      | 111539  | 31159    | Check    | 1   | 9882  |     | PTMA                          | Yes   | No    | No   | 08/19/2026    | 1,264.59  |
|       |      | 111531  | 31160    | Check    | 1   | 9288  |     | RASMUSSEN, BRENDA             | Yes   | No    | No   | 08/19/2026    | 130.72    |
|       |      | 111494  | 31161    | Check    | 1   | 2012  |     | READ NATURALLY                | Yes   | No    | No   | 08/19/2026    | 5,800.00  |
|       |      | 111522  | 31162    | Check    | 1   | 6402  |     | REGENTS OF THE UNIVERSITY     | Yes   | No    | No   | 08/19/2026    | 250.00    |
|       |      | 111512  | 31163    | Check    | 1   | 4115  |     | RIESS, PAUL                   | Yes   | No    | No   | 08/19/2026    | 32.37     |
|       |      | 111483  | 31164    | Check    | 1   | 11812 |     | RISDON KELVIN                 | Yes   | No    | No   | 08/19/2026    | 57.00     |
|       |      | 111468  | 31165    | Check    | 1   | 10952 |     | RW FERN ASSOCIATES INC        | Yes   | No    | No   | 08/19/2026    | 3,860.00  |
|       |      | 111527  | 31166    | Check    | 1   | 7949  |     | SANDMAN, NICOLE               | Yes   | No    | No   | 08/19/2026    | 33.89     |
|       |      | 111481  | 31167    | Check    | 1   | 11808 |     | SAVANNA PALLETS               | Yes   | No    | No   | 08/19/2026    | 60.00     |
|       |      | 111474  | 31168    | Check    | 1   | 11416 |     | SCHOOLSTATUS LLC              | Yes   | No    | No   | 08/19/2026    | 5,100.00  |
|       |      | 111479  | 31169    | Check    | 1   | 11745 |     | SICO AMERICA INC              | Yes   | No    | No   | 08/19/2026    | 990.84    |
|       |      | 111515  | 31170    | Check    | 1   | 52404 |     | STATE INDUSTRIAL PRODUCTS     | Yes   | No    | No   | 08/19/2026    | 5,962.92  |
|       |      | 111536  | 31171    | Check    | 1   | 9671  |     | TECHCHECK                     | Yes   | No    | No   | 08/19/2026    | 234.03    |

**Cloquet Public Schools**  
**Check Register by Bank and Check**

Check Number: 0-2147483647 Payment Date: 8/19/2026-8/31/2026 Period: 0-99999999

| Batch         | Bank | Pymt No | Check No | Pay Type | Grp | Code  | Rcd | Vendor                  | Print | Recon | Void | Pmt/Void Date | Amount       |
|---------------|------|---------|----------|----------|-----|-------|-----|-------------------------|-------|-------|------|---------------|--------------|
| 2             |      | 111537  | 31172    | Check    | 1   | 9676  |     | THE SHERWIN WILLIAMS CO | Yes   | No    | No   | 08/19/2026    | 103.25       |
|               |      | 111465  | 31173    | Check    | 1   | 10746 |     | THE SMITH COMPANY       | Yes   | No    | No   | 08/19/2026    | 1,975.00     |
|               |      | 111517  | 31174    | Check    | 1   | 56350 |     | UPPER LAKES FOODS       | Yes   | No    | No   | 08/19/2026    | 1,142.42     |
|               |      | 111472  | 31175    | Check    | 1   | 11361 |     | VESTIS                  | Yes   | No    | No   | 08/19/2026    | 254.54       |
|               |      | 111520  | 31176    | Check    | 1   | 57280 |     | WANGEN, DAVID           | Yes   | No    | No   | 08/19/2026    | 501.60       |
|               |      | 111529  | 31177    | Check    | 1   | 8634  |     | WKLK WMOZ               | Yes   | No    | No   | 08/19/2026    | 200.00       |
| Bank Total: 2 |      |         |          |          |     |       |     |                         |       |       |      |               | \$622,807.79 |
| Report Total: |      |         |          |          |     |       |     |                         |       |       |      |               | \$622,807.79 |

# Cloquet School District

## Treasurer's Report

### 7/31/2026

#### General Ledger Cash Balance

|                          |                  |                            |
|--------------------------|------------------|----------------------------|
| <b>Beginning Balance</b> | <b>6/30/2026</b> | <b>\$818,014.72</b>        |
| Vouchers Paid:           |                  | (\$2,256,391.24) ( A )     |
| Deposits:                |                  | \$2,094,909.97 ( B )       |
| Journal Entries:         |                  | \$2,496,441.50 ( C )       |
| Payroll:                 |                  | (\$2,454,121.71) ( D )     |
| <b>Ending Balance</b>    | <b>7/31/2026</b> | <b><u>\$698,853.24</u></b> |

#### Bank Balances (Accounts that tie to Cash in the GL)

|                                             |         |                              |
|---------------------------------------------|---------|------------------------------|
| MSDLAF                                      | CHS     | \$762,967.80                 |
| US Bank Clearing Account                    | CHS     | \$0.00                       |
| MSDLAF                                      | CMS     | \$136,896.95                 |
| US Bank Clearing Account                    | CMS     | \$0.00                       |
| MSDLAF                                      | Flex    | \$26,385.41                  |
| US Bank Clearing Account                    | Flex    | \$0.00                       |
| MSDLAF Liquid Asset                         | General | \$1,149,444.17               |
| US Bank Disbursements                       | General | \$0.00                       |
| US Bank Clearing Account                    | General | \$7,601.15                   |
| <b>Total of Accounts that Close to Cash</b> |         | <b><u>\$2,083,295.48</u></b> |

#### Bank Reconciliation

|                                          |                     |
|------------------------------------------|---------------------|
| Bank Balance                             | \$2,083,295.48      |
| Deposits Outstanding                     | \$0.00              |
| Accounts Payable Checks Outstanding      | (\$890,468.34)      |
| Accounts Payable Wires Outstanding       | (\$1,049.36)        |
| Payroll Checks Outstanding               | (\$792.78)          |
| Third Party Payroll Wires Outstanding    | (\$27,616.57)       |
| Adjustments at the Bank but not in SMART | \$0.00              |
| Adjustments in SMART but not at the Bank | (\$464,515.19)      |
| Adjustment for Clearing Differences      | \$0.00              |
| 16                                       |                     |
| General Ledger Cash Balance              | 7/31/2026           |
|                                          | <u>\$698,853.24</u> |

DATE: JULY 2026

.....

|    |              |                                    |    |           |                                                   |                                                 |
|----|--------------|------------------------------------|----|-----------|---------------------------------------------------|-------------------------------------------------|
| \$ | 9,802,941.28 | - TOTAL INVESTMENT VALUE 7/31/2025 | \$ | 28,743.75 | - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH |                                                 |
|    |              |                                    | 17 | \$        | 121,587.06                                        | - TOTAL INTEREST EARNED FOR FISCAL YR 2025-2026 |

INVESTMENTS: FUND 06 CONSTRUCTION  
2026-2027 - FISCAL YEAR

DATE: JULY 2026

| INVESTMENT             | INTEREST RATE                              | BANK                                  | MATURITY DATE                        | INTEREST TO BE EARNED | MONTHLY INTEREST |
|------------------------|--------------------------------------------|---------------------------------------|--------------------------------------|-----------------------|------------------|
| \$ -                   | 0.00%                                      | MN TRUST                              | CD                                   | \$ -                  | \$ -             |
| \$ -                   | 0.00%                                      | MN TRUST                              | CD                                   | \$ -                  |                  |
| \$ -                   | 0.00%                                      | MN TRUST                              | TS                                   | \$ -                  | \$ -             |
| \$ -                   | 0.00%                                      | MN TRUST                              | TS                                   | \$ -                  | \$ -             |
| \$ -                   |                                            | MN TRUST                              | SDA                                  |                       | \$ -             |
| \$ -                   | 0.00%                                      | MN TRUST                              | SEC/DTC                              |                       |                  |
| \$ 42,967.76           | 0.41%                                      | MN TRUST                              | Dividend Reinvest / Bank Fee         | \$ 129.27             |                  |
|                        |                                            | MN TRUST                              | Trade Int-Security Sale/DTC Maturity | \$ -                  |                  |
|                        |                                            | EHLERS / Ameritrade-LTFM              |                                      | \$ -                  |                  |
| \$ 3,641,818.82        |                                            | EHLERS / Pershing Investments-CAP FAC |                                      | 10,721.55             |                  |
| \$ 3,684,786.58        | - TOTAL CONSTRUCITON FUND INVESTMENT VALUE |                                       |                                      |                       |                  |
| TOTAL MONTHLY INTEREST |                                            |                                       |                                      | \$ 10,850.82          |                  |

YTD TOTAL INTEREST AS OF 7/31/2026 \$ 10,850.82  
=====

\$ 25,000.00 2026-2027 BUDGET

2025-2026 - FISCAL YEAR6

\$ 5,863,345.75 - TOTAL INVESTMENT VALUE 7/31/2025

\$ 16,331.99 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 178,716.03<sup>18</sup> - TOTAL INTEREST EARNED FOR FISCAL YR 2025-2026

INVESTMENTS: FUND 45 OPEB  
2026-2027 - FISCAL YEAR

DATE: JULY 2026

| INVESTMENT                    | INTEREST RATE                      | BANK            |         | MATURITY DATE                      | INTEREST TO BE EARNED | MONTHLY INTEREST                                  |
|-------------------------------|------------------------------------|-----------------|---------|------------------------------------|-----------------------|---------------------------------------------------|
| <del>\$ 2,132,886.61</del>    | 1.76%                              | MN TRUST        | CD      |                                    | \$ 1,058.13           | \$ -                                              |
| \$ -                          | 1.46%                              | MN TRUST        | CD      |                                    | \$ 2,030.07           | \$ -                                              |
|                               | 2.74%                              | MN TRUST        | CD      |                                    | \$ 26,217.16          | \$ -                                              |
| \$ -                          | 1.86%                              | MN TRUST        | CD      |                                    | \$ 13,351.61          | \$ -                                              |
| \$ -                          | 3.36%                              | MN TRUST        | CD      |                                    | \$ 15,762.88          | \$ -                                              |
| \$ -                          | 2.83% - 3.04%                      | MN TRUST        | CD      |                                    | \$ 27,785.51          | \$ -                                              |
| \$ -                          | 1.98% - 2.28%                      | MN TRUST        | SEC/DTC |                                    |                       | <del>\$ 5,708.06</del>                            |
| \$ -                          | 0.41%                              | MN TRUST        |         | Dividend Reinvest / Bank Fee       |                       | \$ -                                              |
|                               |                                    | MN TRUST        |         | Trade Interest-Security Sale / DTC |                       | \$ -                                              |
| <del>\$ 3,035,005.60</del>    |                                    | ASSOCIATED BANK |         | Dividend / BankFee / Interest      |                       | <del>\$ 5,044.20</del>                            |
| \$ -                          |                                    | MID AMERICA     |         |                                    |                       | \$ -                                              |
| <u><u>\$ 5,167,892.21</u></u> | - TOTAL INVESTMENT VALUE           |                 |         |                                    |                       |                                                   |
|                               | TOTAL MONTHLY INTEREST             |                 |         |                                    |                       | <u><u>\$ 10,752.26</u></u>                        |
|                               | YTD TOTAL INTEREST AS OF 7/31/2026 |                 |         |                                    |                       | \$ 10,752.26<br>=====                             |
|                               |                                    |                 |         |                                    |                       | \$ 100,000.00 2026-2027 BUDGET                    |
| -----                         |                                    |                 |         |                                    |                       |                                                   |
|                               | <u>2025-2026 - FISCAL YEAR</u>     |                 |         |                                    |                       |                                                   |
| <del>\$ 4,769,574.33</del>    | - TOTAL INVESTMENT VALUE 7/31/2025 |                 |         |                                    | \$ 35,526.53          | - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH |
|                               |                                    |                 |         |                                    | 19                    |                                                   |
|                               |                                    |                 |         |                                    | \$ 199,300.97         | - TOTAL INTEREST EARNED FOR FISCAL YR 2025-2026   |

| <u>Upper Lakes</u>   |            | <u>Michaud Distributing</u> |         | <u>Vestis</u> |          | <u>Bix Produce</u> |            |
|----------------------|------------|-----------------------------|---------|---------------|----------|--------------------|------------|
| 490                  | \$1,621.60 | 490                         | \$51.00 | 401           | \$130.89 | 490                | \$1,876.88 |
| 401                  | \$306.52   |                             |         |               |          | 495                | \$625.15   |
| Total                | \$1,928.12 | Total                       | \$51.00 | Total         | \$130.89 | Total              | \$2,502.03 |
|                      |            |                             |         |               |          |                    |            |
| 490 Food Costs       |            |                             |         |               |          |                    |            |
| 401 General Supplies |            |                             |         |               |          |                    |            |
| 495 Milk             |            |                             |         |               |          |                    |            |
|                      |            |                             |         |               |          |                    |            |
| Reimbursement        |            | Food Cost                   |         | \$3,549.48    |          |                    |            |
|                      |            | General Supplies            |         | \$437.41      |          |                    |            |
| Churchill            |            | Milk                        |         | \$625.15      |          |                    |            |
| Washington           |            |                             |         |               |          |                    |            |
| High School          |            | TOTAL                       |         | \$4,612.04    |          |                    |            |
| Garfield             |            |                             |         |               |          |                    |            |
| TOTAL                |            |                             |         |               |          |                    |            |
|                      |            |                             |         |               |          |                    |            |
|                      |            | NET                         |         | \$589.86      |          |                    |            |
|                      |            |                             |         | \$88.00       |          |                    |            |
| July Cash Sales      |            | TOTAL                       |         | \$677.86      |          |                    |            |

**2026 Summer Food Service Cash Report**

| <u>High School</u> |                  | <u>Washington</u> |              | <u>Churchill</u> |                  | <u>Garfield</u> |              |
|--------------------|------------------|-------------------|--------------|------------------|------------------|-----------------|--------------|
| 7/6/2026           | 1 Adult \$5.25   | 7/6/2026          | 0 Adults \$0 | 7/6/2026         | 0 Adults \$0.00  | 7/6/2026        | 0 Adults \$0 |
| 7/7/2026           | 0 Adults \$0     | 7/7/2026          | 0 Adults \$0 | 7/7/2026         | 0 Adults \$0.00  | 7/7/2026        | 0 Adults \$0 |
| 7/8/2026           | 0 Adults \$0.00  | 7/8/2026          | 0 Adults \$0 | 7/8/2026         | 0 Adults \$0.00  | 7/8/2026        | 0 Adults \$0 |
| 7/9/2026           | 1 Adult \$5      | 7/9/2026          | 0 Adults \$0 | 7/9/2026         | 1 Adult \$5.25   | 7/9/2026        | 0 Adults \$0 |
| 7/13/2026          | 0 Adults \$0     | 7/13/2026         | 0 Adults \$0 | 7/13/2026        | 0 Adults \$0.00  | 7/13/2026       | 0 Adults \$0 |
| 7/14/2026          | 2 Adults \$10.50 | 7/14/2026         | 0 Adults \$0 | 7/14/2026        | 0 Adults \$0.00  | 7/14/2026       | 0 Adults \$0 |
| 7/15/2026          | 0 Adults \$0.00  | 7/15/2026         | 0 Adults \$0 | 7/15/2026        | 0 Adults \$0.00  | 7/15/2026       | 0 Adults \$0 |
| 7/16/2026          | 0 Adults \$0.00  | 7/16/2026         | 0 Adults \$0 | 7/16/2026        | 1 Adult \$5.65   | 7/16/2026       | 0 Adults \$0 |
| 7/20/2026          | 0 Adults \$0.00  | 7/20/2026         | 0 Adults \$0 | 7/20/2026        | 0 Adults \$0.00  | 7/20/2026       | 0 Adults \$0 |
| 7/21/2026          | 0 Adults \$5.65  | 7/21/2026         | 0 Adults \$0 | 7/21/2026        | 1 Adult \$5.65   | 7/21/2026       | 0 Adults \$0 |
| 7/22/2026          | 0 Adults \$5.65  | 7/22/2026         | 0 Adults \$0 | 7/22/2026        | 0 Adults \$0.00  | 7/22/2026       | 0 Adults \$0 |
| 7/23/2026          | 0 Adults \$10.90 | 7/23/2026         | 0 Adults \$0 | 7/23/2026        | 0 Adults \$0.00  | 7/23/2026       | 0 Adults \$0 |
| 7/27/2026          | 0 Adults \$0.00  | 7/27/2026         | 0 Adults \$0 | 7/27/2026        | 0 Adults \$0.00  | 7/27/2026       | 0 Adults \$0 |
| 7/28/2026          | 0 Adults \$0.00  | 7/28/2026         | 0 Adults \$0 | 7/28/2026        | 0 Adults \$0.00  | 7/28/2026       | 0 Adults \$0 |
| 7/29/2026          | 0 Adults \$0.00  | 7/29/2026         | 0 Adults \$0 | 7/29/2026        | 0 Adults \$0.00  | 7/29/2026       | 0 Adults \$0 |
| 7/30/2026          | 0 Adults \$0.00  | 7/30/2026         | 0 Adults \$0 | 7/30/2026        | 4 Adults \$28.25 | 7/30/2026       | 0 Adults \$0 |
|                    | \$43.20          |                   |              | \$44.80          |                  | Total:          | \$88.00      |



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| Community Education                | 2001 Washington Ave | 218.879.1261 |

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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 17, 2026

RE: **RESIGNATION**

---

This memo is to inform you of the resignation of Kelly Copenhaver as Early Childhood Family Education (ECFE) Parent Educator. Effective immediately as per the letter delivered to Shannon Krikava on August 17, 2026.



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 12, 2026

RE: **RESIGNATION**

---

We are writing to inform you of the resignation of Rianna Ryan as School Readiness Classroom Assistant as per her resignation letter sent on August 7, 2026.



Independent School District No. 94  
Cloquet, Minnesota 55720

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20 August 2026

To: Dr. Michael Cary, Superintendent  
From: Teresa Angell, AIE Program Director *TA*  
RE: Recommendation of Hire 6.5hr/day Academic Tutor at Washington

For your consideration and approval, I recommend Jaslyn Wolfe to be hired for the 6.5hr/day Academic Tutor at Washington Elementary to fulfill the posting due to the resignation on the 8.10.26 school board agenda.

The interview committee was pleased with Mrs. Wolfe's expertise and her eager commitment to provide quality education in a cultural inclusive setting. She has several years of experience working with native youth that will complement the position and collaborative teamwork.

Mrs. Mondati is supportive of this hire.

|                               |                                     |
|-------------------------------|-------------------------------------|
| <b>Name:</b>                  | Jaslyn Wolfe                        |
| <b>Position:</b>              | 6.5hr/day Academic Tutor            |
| <b>Rate:</b>                  | Step 5 26/27 Tutor Rate             |
| <b>Funding Source:</b>        | 25% -510, 30%-720, 20%-206, 25%-320 |
| <b>Budgeted Current Year:</b> | Yes                                 |
| <b>Starting date:</b>         | August 31, 2026                     |

(Employment is contingent upon Cloquet School Board approval)

**From the Desk of:**

**Paul Riess  
Activities Director  
Cloquet Senior High School  
1000 18<sup>th</sup> Street  
Cloquet, MN 55720  
Phone: 218-879-3393  
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board  
From: Paul Riess- Activities Director  
Re: Girls Soccer Volunteer

Please approve the individual listed below. This is for an individual who will volunteer with the girls soccer team

Nate Regas- volunteer

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

PR



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 13, 2026

RE: **REQUEST to HIRE**

---

We are recommending that Blythe Bartl be hired as an Early Childhood Family Education classroom assistant.

Rate of Pay: \$18.76

Hours Worked: up to 22-25 hours per week (depending on class registration.)

Start Date: August 31, 2026

Length of Contract: Ongoing

Reason for Hire: Resignation of previous ECFE classroom assistant.

Qualifies for Benefits: No

\*Employment is subject to background check and Cloquet School Board approval



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 13, 2026

RE: **REQUEST to HIRE**

---

We are recommending that Echo Waugh be hired as a School Readiness classroom assistant.

Rate of Pay: \$17.80

Hours Worked: up to 36 hours per week (depending on class registration.)

Start Date: August 31, 2026

Length of Contract: Ongoing

Reason for Hire: Resignation of previous School Readiness classroom assistant.

Qualifies for Benefits: No

\*Employment is subject to background check and Cloquet School Board approval



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: August 14, 2026

RE: **RECOMMENDATION FOR EMPLOYMENT**

I am recommending the employment of **Jennifer Hoffman** as a 6.75 hours/day Health Assistant at the Cloquet High School for the 2026-2027 school year.

RATE OF PAY: Step 1

TOTAL COST: Per Contract

HOURS TO BE WORKED: 6.75 hours/day (Monday – Friday)

STARTING DATE: August 31, 2026

LENGTH OF CONTRACT: 2026-2027 School year

POSTED: Yes

REASON FOR HIRE: Vacancy

(Employment is contingent upon Cloquet School Board approval)

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

**From the Desk of:**

**Paul Riess  
Activities Director  
Cloquet Senior High School  
1000 18<sup>th</sup> Street  
Cloquet, MN 55720  
Phone: 218-879-3393  
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board  
From: Paul Riess- Activities Director  
Re: Girls C Team Volleyball Coach

Please approve the following individual for our C Team Volleyball Coach Position

Alex White- \$3311 from 8/17/26-11/14/26

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

PR



Independent School District No. 94  
Cloquet, Minnesota 55720

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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Thomas Lenarz, CMS Principal

DATE: August 10, 2026

RE: Recommendation for employment for Jodi Lorenz

I am recommending the employment of Jodi Lorenz for the 1.0 FTE Long Term Substitute Math Teacher position due to a staff member taking a FMLA. The position will start on September 1, 2026, and last for approximately 12 weeks. Jodi has previously worked in several different positions throughout ISD 94 and CMS.

|                        |                                                                                                                                                                                                                                     |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RATE OF PAY:           | BA – Step 6                                                                                                                                                                                                                         |
| HOURS TO BE WORKED:    | 8 hours/day (Monday – Friday)                                                                                                                                                                                                       |
| START DATE:            | September 1, 2026                                                                                                                                                                                                                   |
| LENGTH OF CONTRACT:    | Through FMLA of staff member, approximately 12 weeks                                                                                                                                                                                |
| BUDGETED CURRENT YEAR: | yes                                                                                                                                                                                                                                 |
| POSTED:                | Posted internally and externally                                                                                                                                                                                                    |
| RATIONALE FOR HIRE:    | CMS recommends Jodi Lorenz for the LTS position for the CMS & CHS Math teaching position. Jodi has had several positions through CMS and always does a great job; we are excited to have her help to start out the new school year. |
| STAR CODE:             | 110301                                                                                                                                                                                                                              |

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Tom Lenarz, CMS Principal

DATE: August 20, 2026

RE: Recommendation for employment for Andrew Miller

I am recommending the employment of Andrew Miller for the 1.0 FTE Long Term Substitute Teacher for Physical Education. The position will start on approximately September 20, 2026, for approximately 12 weeks. The teacher will be paid at the daily substitute rate for the first thirty (30) days. After working 30 days in the same position for the same teacher, the teacher will start being paid the contracted rate and will receive back pay to first day of the assignment.

|                        |                                                                                                                                                                                                                                                      |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RATE OF PAY:           | First 30 days at daily substitute rate<br>From 31 <sup>st</sup> day on (with backpay) – <u>MA/Step 1</u>                                                                                                                                             |
| HOURS TO BE WORKED:    | 8 hours/day (Monday – Friday)                                                                                                                                                                                                                        |
| START DATE:            | Approximately September 20, 2026                                                                                                                                                                                                                     |
| LENGTH OF CONTRACT:    | Through FMLA of staff member, approximately 12 weeks                                                                                                                                                                                                 |
| BUDGETED CURRENT YEAR: | yes                                                                                                                                                                                                                                                  |
| POSTED:                | Posted internally and externally                                                                                                                                                                                                                     |
| RATIONALE FOR HIRE:    | CMS recommends Andrew Miller for the LTS position for the Physical Education teaching position for a portion of the 2026-2027 school year. Andrew worked previously at CMS and always did a great job; we are excited to have him as our LTS at CMS. |
| STAR CODE:             | 080300                                                                                                                                                                                                                                               |

(Employment is contingent upon Cloquet School Board approval.)



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Erin Bates, Community Education Director

DATE: August 20, 2026

RE: **PERMISSION TO HIRE**

---

I am recommending that Shannon Matzdorf be hired as a Parent Educator beginning the 2026-2027 school year for the ECFE program within Community Ed. With 19 years of experience as a parent educator in Esko and Cloquet, I am recommending she start at a Step 4 on the ECFE/SR Pay Chart

|                     |                                        |
|---------------------|----------------------------------------|
| Rate of Pay:        | Starting Pay \$37.87                   |
| Hours Worked:       | 17-23 hours/week per the ECFE calendar |
| Start Date:         | August 31, 2026                        |
| Length of Contract: | Ongoing                                |

Reason for Hire: Resignation of previous Parent Educator.

Qualifies for Benefits: Yes      As per the EDMN Teachers union contract.

\*Employment is subject to Cloquet School Board approval

# MEMORANDUM

**TO:** Michael Cary, Superintendent

**DATE:** August 19th, 2026

**FROM:** Erin Bates, Community Education Director  
Abbie Burley, Kids Corner Program Coordinator

**RE:** Hiring of Addy Hecimovich  
I am recommending that Addy Hecimovich be hired as a Program Assistant

**RATE OF PAY:** \$ 16.89

**HOURS TO BE WORKED:** up to 40

**STARTING DATE:** August 25th, 2026

**LENGTH OF CONTRACT:** Ongoing

**BUDGETED CURRENT YEAR:** Yes

**REASON FOR HIRE:** Filling an open position

**QUALIFIES FOR BENEFITS:**  
ESST

“Employment is subject to Cloquet School Board Approval”

## NONLICENSED PERSONNEL APPLICATION FOR EMPLOYMENT

ISD # 094 is an equal opportunity employer, dedicated to a policy of nondiscrimination in employment on any basis including race, creed, color, age, sex, sexual orientation, religion or natural origin, marital status, or status with regard to public assistance of whatever nature or disability.

PERSONAL DATA: DATE: 8-19-26

Name Hecimovich Addy Mae  
(Last) (First) (Middle or Maiden)  
Present Address 383 Stark Rd, Cloquet MN 55720  
(Street) (City) (State) (Zip)

Present Telephone Number 218-591-4906

Military Service Dates NA Date of Discharge NA

Military Occupational Specialty (MOS) NA

### EMPLOYMENT DESIRED:

Position Cloquet Kids Corner Program Assistant Date you can start 8-24-26 (besides school)

Do you have any objection for us contacting your current employer about your employment candidacy with our school district at this time? Check one: YES NO ☒

### EDUCATION:

| Education                                | Name & Location of School | Circle Last Year Completed                                                                                                                                                      | Did You Graduate?                                             | Subjects Studied and Degree(s) Received |
|------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------|
| High School                              | Cloquet High school       | <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input checked="" type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 | <input type="radio"/> Yes <input checked="" type="radio"/> No | Currently                               |
| College                                  | PSEO @ FTCC               |                                                                                                                                                                                 |                                                               |                                         |
| Trade, Business or Correspondence School |                           |                                                                                                                                                                                 |                                                               |                                         |

Special Skills or Abilities: \_\_\_\_\_

Applicant's Comments: \_\_\_\_\_

**Work Experience:** Be complete. Experience and training ratings are determined by the information you provide. **DO NOT MARK APPLICATION "SEE RESUME."** Account for ALL your time. Applications will be rejected if incomplete. Complete the dates of employment section for all positions occupied.

|                                 |               |                         |                                                                             |         |        |                                                                                    |
|---------------------------------|---------------|-------------------------|-----------------------------------------------------------------------------|---------|--------|------------------------------------------------------------------------------------|
| <b>Present or last employer</b> |               | Address                 |                                                                             | City    | State  | Zip                                                                                |
| Job Title                       |               | Supervisor              |                                                                             | Phone # |        | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.                 | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time |         | Hrs/Wk |                                                                                    |
| Reason for leaving              |               |                         |                                                                             |         |        |                                                                                    |
| Specific Duties                 |               |                         |                                                                             |         |        |                                                                                    |
| <b>Second last employer</b>     |               | Address                 |                                                                             | City    | State  | Zip                                                                                |
| Job Title                       |               | Supervisor              |                                                                             | Phone # |        | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.                 | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time |         | Hrs/Wk |                                                                                    |
| Reason for leaving              |               |                         |                                                                             |         |        |                                                                                    |
| Specific Duties                 |               |                         |                                                                             |         |        |                                                                                    |
| <b>Third last employer</b>      |               | Address                 |                                                                             | City    | State  | Zip                                                                                |
| Job Title                       |               | Supervisor              |                                                                             | Phone # |        | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.                 | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time |         | Hrs/Wk |                                                                                    |
| Reason for leaving              |               |                         |                                                                             |         |        |                                                                                    |
| Specific Duties                 |               |                         |                                                                             |         |        |                                                                                    |
| <b>Fourth last employer</b>     |               | Address                 |                                                                             | City    | State  | Zip                                                                                |
| Job Title                       |               | Supervisor              |                                                                             | Phone # |        | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.                 | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time |         | Hrs/Wk |                                                                                    |
| Reason for leaving              |               |                         |                                                                             |         |        |                                                                                    |
| Specific Duties                 |               |                         |                                                                             |         |        |                                                                                    |
| <b>Fifth last employer</b>      |               | Address                 |                                                                             | City    | State  | Zip                                                                                |
| Job Title                       |               | Supervisor              |                                                                             | Phone # |        | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.                 | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time |         | Hrs/Wk |                                                                                    |
| Reason for leaving              |               |                         |                                                                             |         |        |                                                                                    |
| Specific Duties                 |               |                         |                                                                             |         |        |                                                                                    |

**For additional relevant work or volunteer experience, please complete applicable parts of the following sections.**

|                    |               |                         |  |                                                                                        |       |                                                                                    |
|--------------------|---------------|-------------------------|--|----------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------|
| Employer           |               | Address                 |  | City                                                                                   | State | Zip                                                                                |
| Job Title          |               | Supervisor              |  | Phone #                                                                                |       | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.    | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. |  | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time ___ Hrs/Wk |       |                                                                                    |
| Reason for leaving |               |                         |  |                                                                                        |       |                                                                                    |
| Specific Duties    |               |                         |  |                                                                                        |       |                                                                                    |

|                    |               |                         |  |                                                                                        |       |                                                                                    |
|--------------------|---------------|-------------------------|--|----------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------|
| Employer           |               | Address                 |  | City                                                                                   | State | Zip                                                                                |
| Job Title          |               | Supervisor              |  | Phone #                                                                                |       | May we contact? (Circle One)<br>Yes <input type="radio"/> No <input type="radio"/> |
| FROM<br>Mo. Yr.    | TO<br>Mo. Yr. | TOTAL TIME<br>Yrs. Mos. |  | <input type="checkbox"/> Full-Time or<br><input type="checkbox"/> Part-Time ___ Hrs/Wk |       |                                                                                    |
| Reason for leaving |               |                         |  |                                                                                        |       |                                                                                    |
| Specific Duties    |               |                         |  |                                                                                        |       |                                                                                    |

**Attach additional pages of employment/volunteer information if necessary.**

**REFERENCES (THREE REFERENCES REQUIRED)**

| Full Name                     | Address<br>City, State Zip | Relationship             | Occupation<br>(if applicable) | Telephone No. | Years<br>Acquainted |
|-------------------------------|----------------------------|--------------------------|-------------------------------|---------------|---------------------|
| Nikki Ojanen                  |                            | family friend            | Babysitter                    | 218-576-3976  | 5                   |
| Amber Van Reese               |                            | family friend            | Babysitter                    | 218-590-1006  | 3                   |
| Madeline Wenner<br>(Madeline) |                            | family friend / neighbor | Babysitter                    | 218-966-9589  | 3                   |

Check if applicable: \_\_\_ Disabled individual

Please indicate in this box any accommodations you may need to participate in the testing, interview, or selection process.

**VETERAN'S PREFERENCE:** If you are a Veteran or the spouse of a disabled or deceased Veteran and wish to claim Veteran's Preference, you must provide the required documents (DD214 or disability certificate) and signature.

Please check the appropriate items if you are claiming Veteran's Preference:

I hereby indicate that I am a: ☐ Veteran ☐ Disabled Veteran

Signature: \_\_\_\_\_

**PLEASE READ AND SIGN**

I certify that the answers I have given on this application are true and correct to the best of my knowledge. I understand that any false or misleading information provided, or any omission or concealment of facts, will disqualify me from consideration for employment and may constitute grounds for my immediate dismissal should I be employed by the Cloquet School District (ISD 94). I hereby authorize investigation of all statements contained in this application and other application or employment credentials submitted. I also authorize any and all current and former employers, organizations where I have volunteered, references named in this application, or any agent of such a current or former employer or volunteer organization, to release to ISD 94 and its agents any and all public or private information regarding my job performance, fitness, or qualifications to perform the position I am presently seeking and any other employment or related information. I understand the ISD 94 will use this information to determine my fitness and qualifications for the position I am seeking. I hereby release ISD 94 and all current and former employers, volunteer organizations, and references listed herein and any and all agents acting on behalf of ISD 94, former employers, volunteer organizations, or references from any and all liability of whatever nature by reason of requesting or providing such information.

I understand that Minnesota Statutes may require that I authorize and pay for a criminal background check should I be offered this position.

I understand, acknowledge and agree that no offer of employment is valid or binding until formal approval by the ISD 94 School Board. Until such approval, ISD 94 shall not be liable for reliance on any oral or written offers of employment made to me. I understand and agree that my employment is for no definite period and may, regardless of the date of payment of my wages and salary, be terminated at any time without any previous notice.

It is unlawful to knowingly hire any alien not authorized to work in the United States. Verification of all new hires will be by examining: 1) United States passport or 2) United States birth certificate or social security card and a driver's license, state issued I.D. card or alien identification document.

This authorization expires one year from the date of my signature below.

Date 8-19-26 Applicant's Signature Addy Hecimovich



Independent School District No. 94  
Cloquet, Minnesota 55720

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

To: Dr. Michael Cary

From: Tom Brenner, Cloquet Middle School Principal

Date: August 18, 2026

Reason: Extra Service Contracts for CMS for the 2026-2027 School Year

| Name             | Activity                              | Amount (\$) | Season                   |
|------------------|---------------------------------------|-------------|--------------------------|
| Arne Maijala     | Math Counts Advisor                   | \$869.00    | 9.16.26 through 3.7.27   |
| Jamie Jazdzewski | Student Council Co-Advisor            | \$1,255.50  | 8.25.26 through 5.29.27  |
| Victoria Jindra  | Student Council Co-Advisor            | \$1,255.50  | 8.25.26 through 5.29.27  |
| Jamie Jazdzewski | WEB Co-Leader                         | \$1,255.50  | 8.25.26 through 5.29.27  |
| Niki Whittet     | WEB Co-Leader                         | \$1,255.50  | 8.25.26 through 5.29.27  |
| Niki Whittet     | Knowledge Bowl CMS Advisor Grades 5&6 | \$1,147.00  | 10.01.26through 11.15.26 |
| William Bauer    | Knowledge Bowl CMS Advisor Grades 7&8 | \$1,147.00  | 10.01.26through 11.15.26 |
| Jennifer Gagner  | School Patrols                        | \$2,166.00  | 8.25.26 through 5.29.27  |
| Kristie Petersen | Yearbook Co-Advisor                   | \$1,255.50  | 8.25.26 through 5.29.27  |
| Kayla Denzer     | Yearbook Co-Advisor                   | \$1,255.50  | 8.25.26 through 5.29.27  |

TL:KP

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Independent School District No. 94 Cloquet,  
Minnesota 55720

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<http://www.isd94.org>

To: Dr. Michael Cary

From: Jennifer Holm, Churchill Elementary School Principal

Date: August 12, 2026

Reason: Extra Service Contracts for Churchill for the 2026-2027 School Year

| Name              | Activity                           | Amount (\$) |
|-------------------|------------------------------------|-------------|
| Ashley Lennartson | Gifted and Talented Co-Coordinator | \$1000      |
| Jessica Gagne     | Gifted and Talented Co-Coordinator | \$500       |
| Rick Sievert      | School Patrol Advisor              | \$2,166.00  |



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302 14th Street • 218-879-0115 • FAX-879-6941

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To: Dr. Michael Cary

From: Robbi Mondati, Washington Elementary School Principal  
Jennifer Holm, Churchill Elementary School Principal

Date: August 10, 2026

Reason: Extra Service Contracts for Washington/Churchill for the 2026-2027 School Year

| Name               | Activity                | Amount (\$) |
|--------------------|-------------------------|-------------|
| Stephanie Pederson | Power Lunch Coordinator | \$ /hr.     |

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**From the Desk of:**

**Paul Riess  
Activities Director  
Cloquet Senior High School  
1000 18<sup>th</sup> Street  
Cloquet, MN 55720  
Phone: 218-879-3393  
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board  
From: Paul Riess- Activities Director  
Re: Stipend for basketball summer coaching

Please approve the stipends listed below. This is for individuals who helped with our basketball program this summer. This amount, in addition to any taxes and benefits, will be paid out of the basketball team activities account. There is no cost to the school district.

- Boys basketball- Joe Seymour -\$1700
- Girls basketball- Jess Youngren-\$1500
- Girls basketball- Carly Johnson- \$1500

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

PR



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<http://www.isd94.org>

To: Dr. Michael Cary

From: Robbi Mondati, Washington Elementary School Principal

Date: August 19, 2026

Reason: Extra Service Contracts for Washington for the 2026-2027 School Year

| Name             | Activity                 | Amount (\$) |
|------------------|--------------------------|-------------|
| Cassi Abrahamson | Yearbook Advisor         | \$848.00    |
| Hailee Meisner   | School Patrol Co-Advisor | 1586.25     |
| Kandi Chalberg   | School Patrol Co-Advisor | 528.75      |
| Kim Broman       | Gifted/Talented          | \$1,500.00  |
| Becca Vork       | SAT Advisor              | \$577.00    |

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<http://www.isd94.org>

19 August 2026

To: Dr. Michael Cary, Superintendent

From: Teresa Angell, AIE Program Director *TA*

RE: Staffing Adjustment for J. Bush, Activity Van Driver

For your consideration and approval, I am requesting permission to increase Jared Bush's hours from 3.5hrs/day to 6.5hrs/day for SY26/27. The additional 3 hours Jared will provide transportation to Fond du Lac Ojibwe Students daily to take CTE courses for Project Ogichidaag sustainability.

Mr. Bush completes the application through Fond du Lac Human Resources and complies with all the necessary background requests to serve Ojibwe School students. He will also complete driver paperwork to utilize Fond du Lac fleet.

The additional hours will be 100% paid out of Achievement & Integration funds. Mileage and fuel will also be fully funded through this funding source.

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

(Adjustment is contingent upon Cloquet School Board approval).

# CUSTODIAL EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS  
CLOQUET, MINNESOTA**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**July 1, 2026 – June 30, 2028**

**ATTEST:**

**AFSCME LOCAL NO. 545**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**Bargaining Unit - Custodial Staff**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**Bargaining Unit – Custodial Staff**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**Bargaining Unit – Custodial Staff**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

**Dated: Board Approved August 24, 2026**

**Dated: Board Approved August 24, 2026**



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## ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the custodial employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to custodial duties. A copy shall be provided each employee affected by this Agreement.

## ARTICLE II – RECOGNITION AND ADJUSTMENT COMMITTEE

**Section 1. Recognition.** Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78PR-917-A, and in accordance with PELRA, the school district recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment for:

All custodians and part-time cleaners employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minnesota Statute 179A, Subd. 14, excluding supervisory, confidential, and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provision of this agreement.

**Section 2.** The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement or with the role of the exclusive representative as sole representative for said employees.

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

**Section 4. Adjustment Committee.** The custodial employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

## ARTICLE III -- DURATION

The period of the custodial employee Agreement shall be from July 1, 2026 – June 30, 2028.

## ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

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

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

**Section 2. Seniority:**

**Subd. 1. Definition:** Seniority for both full-time custodians and part-time cleaning personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

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

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

Each employee shall receive a copy of the seniority list.

**Subd. 2. Seniority List:**

**A. Full-Time Custodian:**

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

**B. Part-Time Cleaner:**

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

**C. On-Call Cleaner:**

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

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

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

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

**Subd. 5. Replacement of Absent Custodial Personnel:**

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

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

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

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

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

**Subd.8. Bumping:** In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior custodial/part-time cleaning employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

**Subd. 9. Transfers:** When a custodial employee voluntarily transfers to a newly posted position, said employee shall have fifteen (15) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

**Section 3. Probationary Period for Custodial Personnel:** The probationary period for custodial/part-time cleaning personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse. Qualified custodial/part-time cleaning personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period, as described in this section, is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

**Section 4. School Bus Driving:** Released time, during the working day for school bus driving, shall be determined by the School Board before a custodian is placed in a higher position on the wage scale.

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

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

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

**Section 6. Outside Employment:** A full-time custodial employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment accepted.

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

**Section 8. Lead District Custodian (LDC)**

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

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

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

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

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

**ARTICLE V -- BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Custodial Personnel:** The classifications, wages and salaries of custodial personnel reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026 – June 30, 2028.

**Section 2. Overtime Pay:** Overtime shall be paid at one and one-half times the regular pay rate for all work in excess of the regular full time work week of forty (40) hours, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be paid at the pay rate of the individual who is working and shall be offered to full-time custodians based on building seniority first and district seniority next. Overtime must be authorized by the superintendent.

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

**Annual Wage of Employee**

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

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

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

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

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

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

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

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

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

**Section 8. Payroll PEOPLE Deductions:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 9. Pay Equity Orders:** Any increases in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

## ARTICLE VI -- BENEFITS

**Section 1. Benefits:** The school district shall make available to all custodial employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

**Subd. 1. Hospitalization, Medical and Surgical Insurance:**

- A. Employee/School District Premium Share: Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VI, Section 1, Subd. 5 for "eligible employee" definition.
- B. Premium Increase: In the event the single or dependent premium increase/decreases (from September 1, 2022 premium), the district and employee will share the insurance plan increase/decreases according to the Education Minnesota Cloquet premium increase/decrease language in the collective bargaining agreement under Article X, Section 2, Subd. 2, Items a-c.
- a. For reference only, the current (July 2021-June 2023) Education Minnesota Cloquet contract states:
- i. Dependent coverage: The district and employee will share the increase or decreases in premiums equally (50% district, 50% employee).
- ii. Single Coverage: For any amount of premium over \$8,000, increases or decreases in premium shall be 80% district responsibility and 20% employee responsibility.
- iii. Employees may opt for different plan coverage during the open enrollment period each year.
- C. HRA Contribution: Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.

**Subd. 2. Term Life Insurance:** Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee.

**Subd. 3. Long-Term Disability:** Long-term disability benefits will be provided at employee expense up to 66 2/3% of the employee's basic salary to maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

- A. All eligible employees shall be required to participate in the group at their own expense.
- B. The salary of each employee shall be increased by the cost of their long-term disability premium.
- C. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

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

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

Custodial/part-time cleaning personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992, hospitalization, medical and surgical insurance coverage only, shall also be made available to custodial employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For custodial employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for custodial employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 of this section.

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

**Subd. 7. 403 (b) Employer Matching Plan:** Employees hired after July 1, 2024, will not receive a severance benefit as defined below in Article VI, Section 2, Subd. 2, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2024, employees hired prior to July 1, 2024, will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District's list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

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

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

c. Match: Effective July 1, 2024, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2026-2028

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

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

**Subd. 8. Duration:** Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

**Section 2. Retirement Benefits:** Benefits provided in Section 1, Subds. 1 and 2 of this Agreement shall be provided to eligible employees who retire from employment with the school district, provided the employee: 1) has been employed as a full-time employee (eight hours per day 52 weeks per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and 2) is fifty-five (55) years of age.

**Subd. 1. Costs:** The full cost of retirement benefits, for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1, Benefits Subd.1. For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age.

The application of the premium to be paid by the school district shall be for the employees' coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

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

**Subd. 3. Beneficiary or Beneficiaries to Receive Earned Severance:** Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

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

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

## **ARTICLE VII -- LEAVES OF ABSENCE**

**Section 1. Emergency Leave:** Three (3) working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

**Section 2. Sick Leave:** Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Full-time custodial personnel shall be allowed thirteen (13) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the district, full-time custodial personnel shall be allocated eleven (11) days of sick leave annually. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent. Employees

initially employed after July 1, shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month or (173) hours of continuous employment during the first year but not to exceed thirteen (13) days.

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

Example: A custodial employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave which is equivalent of one (1) and one-quarter (1/4) days times eight (8) months.

**Section 3. Misuse of Sick Leave:** If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the custodian and at the custodian's option, another representative. After this meeting, the building administrator may ask the custodian for a medical certificate from a qualified physician at such time as the custodian requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

**Section 4. Accumulated Sick Leave:** There shall be no limit on accumulation of unused sick leave.

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

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

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

**Section 7. Bereavement Leave:** Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or

child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

**Section 8. Personal Leave:** Each full-time custodian has five (5) working days with pay per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

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

**Section 9. Minnesota Paid Leave**

An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

## **ARTICLE VIII -- VACATIONS**

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

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

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

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

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

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

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

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

**Section 3. Separation:** In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month of continuous service but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date.

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

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

## ARTICLE IX -- HOLIDAYS

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

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

## ARTICLE X -- HOURS OF SERVICE

**Section 1. Work Week:** Forty (40) hours shall constitute a regular work week.

**Section 2. Building Hours:** The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

## ARTICLE XI -- PART-TIME CLEANING PERSONNEL—BENEFITS

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

**Section 2. Sick Leave:** Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Part-time cleaning personnel shall be allowed thirteen (13) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the District, sick leave shall accumulate at a rate of twelve (12) sick leave days per year. A sick day is defined as the number of hours of assigned work. Employees initially employed between October 1 and January 31 shall receive six (6) days of sick leave. Employees initially employed between February 1 and June 30 shall receive three (3) days of sick leave for that year. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent.

- a. Verification of Sick Leave: If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

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

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

**Section 5. Personal Leave:** Each part-time cleaning person has four (4) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

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

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

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

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

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

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

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

**Section 11. 403 (b) Employer Matching Plan:** Employees hired after July 1, 2024 will not receive a severance benefit as defined below in Article XI, Section 12, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2024, employees hired prior to July 1, 2024 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a

403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District's list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

Subd 1. Qualification for Benefits: Part-time employees working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired employees who have been rehired by the school district are not eligible for employer contributions.

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

Subd 3. Match: Effective July 1, 2024, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2026-2028

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

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

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

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

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

**Section 14. Dental Insurance:** Employees working a minimum of 5 hours per day and 170 days per year or a minimum of 220 days per year at 4 hours per day will be eligible to participate in the dental insurance plan. The district will cover the

full premium for employees selecting single coverage under the district selected plan. The district will cover 50% of the premium for employees selecting the family/dependent coverage.

**Section 15. Bereavement Leave:** Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

**Section 16. HRA Contribution:** HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):

2026-2027 School Year  
3-3.9 hours/day = \$750  
4-4.9 hours/day = \$1,000  
5-5.9 hours/day = \$1,250  
6 or more hours/day = \$1,500

2027-2028 School Year  
3-3.9 hours/day = \$900  
4-4.9 hours/day = \$1,200  
5-5.9 hours/day = \$1,500  
6 or more hours/day = \$1,800

## ARTICLE XII -- WORKERS' COMPENSATION

**Section 1. Reporting Injuries:** All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

**Section 2. Compensation:** Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time the employee is receiving Workers' Compensation.

## ARTICLE XIII -- RETIREMENT

**Section 1. Health and Physical Disability:** The School Board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

**Section 2. Pensions:** All custodial employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

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

## ARTICLE XIV -- MEDICAL EXAMINATION

**Section 1. Physical Examination:**

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

**ARTICLE XV -- REQUEST TO SCHOOL BOARD**

**Section 1. Procedure:** All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the School Board.

1. Through an authorized committee or president of an official recognized employee organization.
2. Through the line of authority.
3. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – director of facilities or lead district custodian, building administrator, or superintendent. They may bring a union representative with them if they so choose.

**ARTICLE XVI -- MAINTENANCE OF MEMBERSHIP**

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

**ARTICLE XVII – DISCIPLINE**

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

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

**Section. 2.** Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral warning;
2. Written warning;
3. Suspension (paid or unpaid) and/or demotion, and
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may, for a first offence, involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

**Section 3. Procedures for Administering** – In an instance where any form of discipline is imposed, the employee's

supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

**Section 4.** During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing), the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

**Section 5.** A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

## **ARTICLE XVIII - - GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

**Section 2. Representative:** The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Variation from Procedure:** The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

**Subd. 2. Days:** "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

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

**Subd. 4. Filing or Service:** The filing or service of any notice or document herein shall be timely if it bears a

postmark of the United States mail within the time period or is received within the time period through personal service.

**Section 4. Step One:** Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

**Section 5. Step Two:** In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

**Section 6. Arbitration Procedures:** Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

**Subd. 1.** The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

**Subd. 2. Selection of the Arbitrator:** The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

**Subd. 3. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 4. Decision:** Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

**Subd. 5. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 6. Jurisdiction:** The arbitrator shall not have the power to add, subtract from, or to modify in any way, the terms of the existing Agreement.

**Subd. 7. Processing of Grievance:** Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding is as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

## SCHEDULE A – CLASSIFICATION AND WAGES FOR CUSTODIAL PERSONNEL: 2026-2028

Wages will increase 2.5% in 2026-27, 2.50% or "Me-too" if Education MN receives more than 2.50% for 2027-2028\*

| Custodial Classifications Hourly Wage                              | 2.50%     | 2.50% or Me-Too* |
|--------------------------------------------------------------------|-----------|------------------|
|                                                                    | 2026-2027 | 2027-2028        |
| Custodian - Step 1                                                 | \$30.28   | *\$31.04         |
| Custodian - Step 2                                                 | \$32.09   | *\$32.89         |
| G Custodian - Head Pool Operator                                   | \$33.09   | \$33.89          |
| H Head Elementary and Garfield Custodians                          | \$35.34   | *\$36.23         |
| K Head Custodian(s) - Cloquet Middle School and Senior High School | \$36.52   | *\$37.44         |

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

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

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

| Years of Service | Monthly Payment |
|------------------|-----------------|
| 10 - 14 Years    | \$140.00/Month  |
| 15 – 19 Years    | \$170.00/Month  |
| 20+ Years        | \$195/Month     |

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

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

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

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

**SENIORITY LIST – FULL TIME CUSTODIAL PERSONNEL: AS OF JULY 22, 2026**

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

## SCHEDULE B: PART-TIME CLEANER CLASSIFICATIONS AND WAGES: 2026-2028

\$0.60/step      2.50% or Me-Too\*

| <b>PT Cleaner Classifications</b>                             | <b>2026-2027</b> | <b>2027-2028</b> |
|---------------------------------------------------------------|------------------|------------------|
| Elementary/Secondary/Garfield Cleaner Step 1                  | \$19.14          | *\$19.62         |
| Elementary/Secondary/Garfield Cleaner Step 2                  | \$19.97          | *\$20.47         |
| Custodial Substitute                                          | \$22.44          | *\$23.00         |
| On-Call Cleaner: Up to 20 Hours/Week - Step 1                 | \$17.28          | *\$17.71         |
| On-Call Cleaner: Up to 20 Hours/Week - Step 2                 | \$18.10          | *\$18.56         |
| On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 1 | \$19.13          | *\$19.61         |
| On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 2 | \$19.96          | *\$20.46         |

\* Wages will increase by \$0.60 per step in 2026-27, 2.50% or "Me-too" if Education MN receives more than 2.50% for 2027-2028

### SENIORITY LIST – PART-TIME CLEANING PERSONNEL: AS of JULY 22, 2026

| <b>EMPLOYEE</b>         | <b>STARTING DATE</b> |
|-------------------------|----------------------|
| 1. Tony Branning        | October 16, 2017     |
| 2. Joseph Kersting      | December 12, 2017    |
| 3. Alan Clairmont       | May 14, 2018         |
| 4. Joan Dahlen          | April 2, 2019        |
| 5. Darren Johnson       | August 24, 2021      |
| 6. Jimmy Housley        | September 28, 2021   |
| 7. Keith Johnson        | November 4, 2021     |
| 8. Joyel Peterson       | January 12, 2022     |
| 9. Jackson Reynolds     | September 26, 2023   |
| 10. Benjamin Bouts      | August 13, 2024      |
| 11. Kyle Winterquist    | November 11, 2025    |
| 12. Jason Davis         | January 13, 2026     |
| <b>On Call Cleaners</b> |                      |
| 1. Tarynn Bennett       | November 25, 2025    |

## APPENDIX A

### ISD #94 2026 Insurance Plan Year Effective September 1, 2026 (Based on a 1.0 FTE Calculation)

| INSURANCE INFORMATION - NEW HIRES                                                                                                                                                                                                                                                                                                                                                                           |                   |                       |                       |                                |                   |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-----------------------|--------------------------------|-------------------|--------------------------------------------|
| 2026-2027<br>Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                               | Annual<br>Premium | District<br>Pays/Year | Employee<br>Pays/Year | District Paid<br>HRA/HSA       | Annual Deductible | Annual<br>Out of Pocket Max                |
| 500 Single                                                                                                                                                                                                                                                                                                                                                                                                  | \$15,116          | \$13,693              | \$1,423               | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| 1,000 Family                                                                                                                                                                                                                                                                                                                                                                                                | \$42,103          | \$24,212              | \$17,891              |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |                   |                       |                       |                                |                   |                                            |
| HDHP 1,700 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$13,552          | \$12,442              | \$1,110               | \$1,200                        | \$1,650           | \$1,650                                    |
| HDHP 3,400 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$37,747          | \$22,871              | \$14,877              |                                | \$3,500           | \$3,500                                    |
| \$1,700/\$3,400 HDHP Plans - This deductible is \$1,700 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,400. Note, individuals on the family plan could account for more than \$1,700 until the family \$3,400 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |                   |                       |                       |                                |                   |                                            |
| HDHP 3,500 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$11,911          | \$11,129              | \$782                 | \$2,100                        | \$3,500           | \$3,500                                    |
| HDHP 7,000 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$33,175          | \$21,689              | \$11,486              |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |                   |                       |                       |                                |                   |                                            |
| HDHP 5,000 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$10,890          | \$10,312              | \$578                 | \$3,000                        | \$5,000           | \$5,000                                    |
| HDHP 10,000 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$30,333          | \$21,664              | \$8,669               |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |
| HDHP 6,750 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$9,926           | \$0                   | \$9,926               |                                | \$6,750           | \$6,750                                    |
| HDHP 13,500 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$27,646          | \$0                   | \$27,646              |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |

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

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

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

|                      | Benefit Year Start Date |  |
|----------------------|-------------------------|--|
| \$500/\$1000 Plans   | September 1st           |  |
| \$1700/\$3400 Plans  | September 1st           |  |
| \$3500/\$7000 Plans  | September 1st           |  |
| \$5000/\$10000 Plans | September 1st           |  |
| \$6750/\$13500 Plans | September 1st           |  |

# CUSTODIAL EMPLOYEES AGREEMENT

**CLOQUET PUBLIC SCHOOLS  
CLOQUET, MINNESOTA**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

July 1, 202~~64~~ – June 30, 202~~86~~

**ATTEST:**

**AFSCME LOCAL NO. 545**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**Bargaining Unit - Custodial Staff**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**Bargaining Unit – Custodial Staff**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**Bargaining Unit – Custodial Staff**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

**Dated: Board Approved ~~August~~January 24~~6~~5, 202~~65~~  
JanuaryAugust 24~~6~~, 202~~65~~**

**Dated: Board**

**Approved**



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## ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the custodial employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to custodial duties. A copy shall be provided each employee affected by this Agreement.

## ARTICLE II – RECOGNITION AND ADJUSTMENT COMMITTEE

**Section 1. Recognition.** Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 78PR-917-A, and in accordance with PELRA, the school district recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and all other conditions of employment for:

All custodians and part-time cleaners employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minnesota Statute 179A, Subd. 14, excluding supervisory, confidential, and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provision of this agreement.

**Section 2.** The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement or with the role of the exclusive representative as sole representative for said employees.

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

**Section 4. Adjustment Committee.** The custodial employees, through their union organization, shall elect an Adjustment Committee of two members. The clerk of the school board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee in adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

## ARTICLE III -- DURATION

The period of the custodial employee Agreement shall be from July 1, 202~~6~~<sup>4</sup> – June 30, 202~~8~~<sup>6</sup>.

## ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

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

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

**Section 2. Seniority:**

**Subd. 1. Definition:** Seniority for both full-time custodians and part-time cleaning personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period.

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

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

Each employee shall receive a copy of the seniority list.

**Subd. 2. Seniority List:**

**A. Full-Time Custodian:**

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

**B. Part-Time Cleaner:**

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

**C. On-Call Cleaner:**

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

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

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

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

**Subd. 5. Replacement of Absent Custodial Personnel:**

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

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

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

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

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

**Subd.8. Bumping:** In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior custodial/part-time cleaning employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

**Subd. 9. Transfers:** When a custodial employee voluntarily transfers to a newly posted position, said employee shall have fifteen (15) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

**Section 3. Probationary Period for Custodial Personnel:** The probationary period for custodial/part-time cleaning personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse. Qualified custodial/part-time cleaning personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period, as described in this section, is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

**Section 4. School Bus Driving:** Released time, during the working day for school bus driving, shall be determined by the School Board before a custodian is placed in a higher position on the wage scale.

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

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

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

**Section 6. Outside Employment:** A full-time custodial employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment accepted.

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

**Section 8. Lead District Custodian (LDC)**

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

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

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

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

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

**ARTICLE V -- BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Custodial Personnel:** The classifications, wages and salaries of custodial personnel reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 20264 – June 30, 20286.

**Section 2. Overtime Pay:** Overtime shall be paid at one and one-half times the regular pay rate for all work in excess of the regular full time work week of forty (40) hours, except Sundays and holidays. Overtime on Sundays and holidays shall

be paid at double the regular pay rate. Overtime shall be paid at the pay rate of the individual who is working and shall be offered to full-time custodians based on building seniority first and district seniority next. Overtime must be authorized by the superintendent.

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

**Annual Wage of Employee**

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

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

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

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

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

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

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

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

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

**Section 8. Payroll PEOPLE Deductions:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 9. Pay Equity Orders:** Any increases in salaries due to pay equity orders shall be negotiated with the exclusive

## ARTICLE VI -- BENEFITS

**Section 1. Benefits:** The school district shall make available to all custodial employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

**Subd. 1. Hospitalization, Medical and Surgical Insurance:**

- A. Employee/School District Premium Share: Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VI, Section 1, Subd. 5 for "eligible employee" definition.
- B. Premium Increase: In the event the single or dependent premium increase/decreases (from September 1, 2022 premium), the district and employee will share the insurance plan increase/decreases according to the Education Minnesota Cloquet premium increase/decrease language in the collective bargaining agreement under Article X, Section 2, Subd. 2, Items a-c.
- a. For reference only, the current (July 2021-June 2023) Education Minnesota Cloquet contract states:
- i. Dependent coverage: The district and employee will share the increase or decreases in premiums equally (50% district, 50% employee).
  - ii. Single Coverage: For any amount of premium over \$8,000, increases or decreases in premium shall be 80% district responsibility and 20% employee responsibility.
  - iii. Employees may opt for different plan coverage during the open enrollment period each year.
- C. HRA Contribution: Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.

**Subd. 2. Term Life Insurance:** Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee.

**Subd. 3. Long-Term Disability:** Long-term disability benefits will be provided at employee expense up to 66 2/3% of the employee's basic salary to maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

- A. All eligible employees shall be required to participate in the group at their own expense.
- B. The salary of each employee shall be increased by the cost of their long-term disability premium.
- C. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

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

**Subd. 5. Eligibility:** To be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and

surgical, term life, and long-term disability, the custodial employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year.

Custodial/part-time cleaning personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992, hospitalization, medical and surgical insurance coverage only, shall also be made available to custodial employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For custodial employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for custodial employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1 of this section.

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

**Subd. 7. 403 (b) Employer Matching Plan:** Employees hired after July 1, 2024, will not receive a severance benefit as defined below in Article VI, Section 2, Subd. 2, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2024, employees hired prior to July 1, 2024, will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District’s list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

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

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

c. Match: Effective July 1, 2024, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

20264-20286

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

e. Participation: An eligible member must make application for participation by July 1, of each school year. Once an eligible member elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the member by the July 1 deadline. This

provision relates to an eligible member's willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave, in which case he/she may not participate in the matching program until the member returns.

**Subd. 8. Duration:** Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

**Section 2. Retirement Benefits:** Benefits provided in Section 1, Subds. 1 and 2 of this Agreement shall be provided to eligible employees who retire from employment with the school district, provided the employee: 1) has been employed as a full-time employee (eight hours per day 52 weeks per year) in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and 2) is fifty-five (55) years of age.

**Subd. 1. Costs:** The full cost of retirement benefits, for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1, Benefits Subd.1. For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age.

The application of the premium to be paid by the school district shall be for the employees' coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

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

**Subd. 3. Beneficiary or Beneficiaries to Receive Earned Severance:** Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

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

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

## ARTICLE VII -- LEAVES OF ABSENCE

**Section 1. Emergency Leave:** Three (3) working days per year may be granted with pay with the approval of the building principal. All such leaves shall be deducted from sick leave.

**Section 2. Sick Leave:** Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining unit. Full-time custodial personnel shall be allowed ~~thirteen~~<sup>fifteen</sup> (13<sup>5</sup>) days of current sick leave annually for the first five years of employment with the District. After five years of employment with the district, full-time custodial personnel shall be allocated ~~eleven~~<sup>thirteen</sup> (11<sup>3</sup>) days of sick leave annually. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent. Employees initially employed after July 1, shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month or (173) hours of continuous employment during the first year but not to exceed ~~thirteen~~<sup>fifteen</sup> (13<sup>5</sup>) days.

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

Example: A custodial employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave which is equivalent of one (1) and one-quarter (1/4) days times eight (8) months.

**Section 3. Misuse of Sick Leave:** If misuse of sick leave is suspected, the building administrator and exclusive representative will meet with the custodian and at the custodian's option, another representative. After this meeting, the building administrator may ask the custodian for a medical certificate from a qualified physician at such time as the custodian requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

**Section 4. Accumulated Sick Leave:** There shall be no limit on accumulation of unused sick leave.

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

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

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

**Section 7. Bereavement Leave:** Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

**Section 8. Personal Leave:** Each full-time custodian has ~~fivethree~~ (53) working days with pay per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

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

**Section 9. Minnesota Paid Leave**

An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

## ARTICLE VIII -- VACATIONS

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

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

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

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

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

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

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

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

**Section 3. Separation:** In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month of continuous service but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date.

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

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

## ARTICLE IX -- HOLIDAYS

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

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

## ARTICLE X -- HOURS OF SERVICE

**Section 1. Work Week:** Forty (40) hours shall constitute a regular work week.

**Section 2. Building Hours:** The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the building principal.

## ARTICLE XI -- PART-TIME CLEANING PERSONNEL—BENEFITS

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

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

accumulate at a rate of ~~thirteen (13)~~ twelve (12) sick leave days per year. A sick day is defined as the number of hours of assigned work. Employees initially employed between October 1 and January 31 shall receive six (6) days of sick leave. Employees initially employed between February 1 and June 30 shall receive three (3) days of sick leave for that year. Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent.

- a. Verification of Sick Leave: If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

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

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

**Section 5. Personal Leave:** Each part-time cleaning person has ~~three (3)~~ four (4) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave is not deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

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

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

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

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

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

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

**Section 10. Leaves of Absence without Pay/Benefits:** Part-time custodians may be granted a leave of absence without

pay/benefits by the School Board for a period of time not to exceed six (6) months. This leave may be granted only once regardless of length.

**Section 11. 403 (b) Employer Matching Plan:** Employees hired after July 1, 2024 will not receive a severance benefit as defined below in Article XI, Section 12, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2024, employees hired prior to July 1, 2024 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District’s list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

Subd 1. Qualification for Benefits: Part-time employees working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired employees who have been rehired by the school district are not eligible for employer contributions.

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

Subd 3. Match: Effective July 1, 2024, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

20264-20286

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

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

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

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

of unused sick leave, not to exceed 120 days.

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

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

**Section 15. Bereavement Leave:** Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

**Section 16. HRA Contribution:** HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):

202~~64~~-202~~75~~ School Year  
3-3.9 hours/day = \$~~750~~~~450~~  
4-4.9 hours/day = \$~~1,000~~~~600~~  
5-5.9 hours/day = \$~~1,250~~~~750~~  
6 or more hours/day = \$~~1,500~~~~900~~

202~~75~~-202~~86~~ School Year  
3-3.9 hours/day= \$~~900~~~~600~~  
4-4.9 hours/day= \$~~1,200~~~~800~~  
5-5.9 hours/day= \$~~1,500~~~~1,000~~  
6 or more hours/day= \$~~1,800~~~~1,200~~

## ARTICLE XII -- WORKERS' COMPENSATION

**Section 1. Reporting Injuries:** All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

**Section 2. Compensation:** Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time the employee is receiving Workers' Compensation.

## ARTICLE XIII -- RETIREMENT

**Section 1. Health and Physical Disability:** The School Board reserves the right to retire an employee if said employee

is unable to perform the duties satisfactorily because of poor health or physical disability.

**Section 2. Pensions:** All custodial employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

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

#### **ARTICLE XIV -- MEDICAL EXAMINATION**

**Section 1. Physical Examination:**

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

#### **ARTICLE XV -- REQUEST TO SCHOOL BOARD**

**Section 1. Procedure:** All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the School Board.

1. Through an authorized committee or president of an official recognized employee organization.
2. Through the line of authority.
3. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority – director of facilities or lead district custodian, building administrator, or superintendent. They may bring a union representative with them if they so choose.

#### **ARTICLE XVI -- MAINTENANCE OF MEMBERSHIP**

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

#### **ARTICLE XVII – DISCIPLINE**

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

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

**Section. 2.** Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral warning;

2. Written warning;
3. Suspension (paid or unpaid) and/or demotion, and
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may, for a first offence, involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

**Section 3. Procedures for Administering** – In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

**Section 4.** During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing), the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

**Section 5.** A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

## **ARTICLE XVIII - - GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

**Section 2. Representative:** The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

**Section 3. Definitions and Interpretations:**

**Subd. 1. Variation from Procedure:** The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

**Subd. 2. Days:** "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota

Statutes, or non-duty days during the school year.

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

**Subd. 4. Filing or Service:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or is received within the time period through personal service.

**Section 4. Step One:** Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

**Section 5. Step Two:** In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

**Section 6. Arbitration Procedures:** Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

**Subd. 1.** The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

**Subd. 2. Selection of the Arbitrator:** The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

**Subd. 3. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 4. Decision:** Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

**Subd. 5. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 6. Jurisdiction:** The arbitrator shall not have the power to add, subtract from, or to modify in any way, the

terms of the existing Agreement.

**Subd. 7. Processing of Grievance:** Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding is as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

## SCHEDULE A – CLASSIFICATION AND WAGES FOR CUSTODIAL PERSONNEL: 202~~64~~-202~~86~~

Wages will increase 2.5% in 202~~64~~-2~~75~~, ~~23.50~~0% or "Me-too" if Education MN receives more than ~~23.50~~0% for 202~~75~~-202~~86~~\*

|                                                                    | 2.50%                                    | <del>2.53.00</del> 0% or Me-Too*         |
|--------------------------------------------------------------------|------------------------------------------|------------------------------------------|
| <b>Custodial Classifications Hourly Wage</b>                       | <b>202<del>46</del>-202<del>75</del></b> | <b>202<del>75</del>-202<del>86</del></b> |
| Custodian - Step 1                                                 | \$ <del>30.28</del> <del>28.68</del>     | *\$ <del>31.04</del> <del>29.54</del>    |
| Custodian - Step 2                                                 | \$ <del>32.09</del> <del>30.39</del>     | *\$ <del>32.89</del> <del>31.39</del>    |
| G Custodian - Head Pool Operator                                   | <del>\$32.64</del> <del>31.09</del>      | *\$ <del>33.45</del> <del>32.89</del>    |
| H Head Elementary and Garfield Custodians                          | \$ <del>35.34</del> <del>33.48</del>     | *\$ <del>36.23</del> <del>34.48</del>    |
| K Head Custodian(s) - Cloquet Middle School and Senior High School | \$ <del>36.52</del> <del>34.59</del>     | *\$ <del>37.44</del> <del>35.63</del>    |

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

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

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

| Years of Service | Monthly Payment                           |
|------------------|-------------------------------------------|
| 10 - 14 Years    | \$ <del>140</del> <del>35.00</del> /Month |
| 15 – 19 Years    | \$ <del>170</del> <del>65.00</del> /Month |
| 20+ Years        | \$ <del>195</del> 0/Month                 |

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

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

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

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

**SENIORITY LIST – FULL TIME CUSTODIAL PERSONNEL: AS OF ~~JULY 22, 2026~~ DECEMBER 12, 2024**

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

# SCHEDULE B: PART-TIME CLEANER CLASSIFICATIONS AND WAGES: 20264-20286

\$0.60/step2.50%

2.53.00% or Me-  
Too\*

| PT Cleaner Classifications                                    | 20264-20275  | 20275-20286   |
|---------------------------------------------------------------|--------------|---------------|
| Elementary/Secondary/Garfield Cleaner Step 1                  | \$19.1418.00 | *\$19.6218.54 |
| Elementary/Secondary/Garfield Cleaner Step 2                  | \$19.9718.81 | *\$20.4719.37 |
| Custodial Substitute                                          | \$22.4421.21 | *\$23.0021.84 |
| On-Call Cleaner: Up to 20 Hours/Week - Step 1                 | \$17.2816.20 | *\$17.7116.68 |
| On-Call Cleaner: Up to 20 Hours/Week - Step 2                 | \$18.1016.99 | *\$18.5617.50 |
| On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 1 | \$19.1317.99 | *\$19.6118.53 |
| On-Call Cleaner: Over 20 Hours/Week to 30 Hours/Week - Step 2 | \$19.9618.80 | *\$20.4619.36 |

\* Wages will increase by \$0.60 per step2.5% in 20264-275, 2.53.00% or "Me-too" if Education MN receives more than 2.53.00% for 20275-20286

## SENIORITY LIST – PART-TIME CLEANING PERSONNEL: AS of JULY 22, 2026December 12, 2024

| EMPLOYEE                                      | STARTING DATE                                  |
|-----------------------------------------------|------------------------------------------------|
| 1. Tony Branning                              | October 16, 2017                               |
| 2. Joseph Kersting                            | December 12, 2017                              |
| 3. Alan Clairmont                             | May 14, 2018                                   |
| 4. Joan Dahlen                                | April 2, 2019                                  |
| 5. <del>Marlyn Ninneman</del>                 | <del>September 10, 2019</del>                  |
| 56. Darren Johnson                            | August 24, 2021                                |
| 7. <del>Jacob Belden</del>                    | <del>September 7, 2021</del>                   |
| 68. Jimmy Housley                             | September 28, 2021                             |
| 79. Keith Johnson                             | November 4, 2021                               |
| 810. Joyel Peterson                           | January 12, 2022                               |
| 911. Jackson Reynolds                         | September 26, 2023                             |
| 102. Benjamin Bouts                           | August 13, 2024                                |
| 11. Kyle Winterquist                          | November 11, 2025                              |
| 12. Jason Davis                               | January 13, 2026                               |
| On Call Cleaners                              |                                                |
| 1. <del>Tarynn Bennett</del> Kyle Winterquist | <del>November 28, 2022</del> November 25, 2025 |

## APPENDIX A

ISD #94 202~~6~~<sup>4</sup> Insurance Plan Year Effective September 1, 202~~6~~<sup>4</sup> (Based on a 1.0 FTE Calculation)

## INSURANCE INFORMATION - NEW HIRES

| 2026-2027<br>Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                               | Annual<br>Premium | District<br>Pays/Year | Employee<br>Pays/Year | District Paid<br>HRA/HSA       | Annual Deductible | Annual<br>Out of Pocket Max                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-----------------------|--------------------------------|-------------------|--------------------------------------------|
| <b>500 Single</b>                                                                                                                                                                                                                                                                                                                                                                                           | \$15,116          | \$13,693              | \$1,423               | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| <b>1,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                         | \$42,103          | \$24,212              | \$17,891              |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 1,700 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$13,552          | \$12,442              | \$1,110               | \$1,200                        | \$1,650           | \$1,650                                    |
| <b>HDHP 3,400 Family</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$37,747          | \$22,871              | \$14,877              |                                | \$3,500           | \$3,500                                    |
| \$1,700/\$3,400 HDHP Plans - This deductible is \$1,700 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,400. Note, individuals on the family plan could account for more than \$1,700 until the family \$3,400 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 3,500 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$11,911          | \$11,129              | \$782                 | \$2,100                        | \$3,500           | \$3,500                                    |
| <b>HDHP 7,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$33,175          | \$21,689              | \$11,486              |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 5,000 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$10,890          | \$10,312              | \$578                 | \$3,000                        | \$5,000           | \$5,000                                    |
| <b>HDHP 10,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                   | \$30,333          | \$21,664              | \$8,669               |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 6,750 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$9,926           | \$0                   | \$9,926               |                                | \$6,750           | \$6,750                                    |
| <b>HDHP 13,500 Family</b>                                                                                                                                                                                                                                                                                                                                                                                   | \$27,646          | \$0                   | \$27,646              |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |

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

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

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

|                      | Benefit Year Start Date |  |
|----------------------|-------------------------|--|
| \$500/\$1000 Plans   | September 1st           |  |
| \$1700/\$3400 Plans  | September 1st           |  |
| \$3500/\$7000 Plans  | September 1st           |  |
| \$5000/\$10000 Plans | September 1st           |  |
| \$6750/\$13500 Plans | September 1st           |  |

### INSURANCE INFORMATION - NEW HIRES

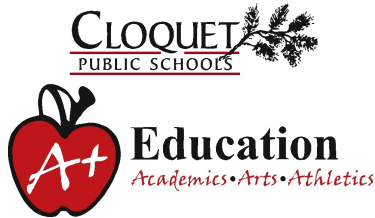
| 2024-2025                                                                                                                                                                                                                                                                                                                                                                                                   | Annual   | District  | Employee  | District Paid                  | Annual Deductible | Annual                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------|-------------------|--------------------------------------------|
| Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                                            | Premium  | Pays/Year | Pays/Year | HRA/HSA                        |                   | Out of Pocket Max                          |
| 500 Single                                                                                                                                                                                                                                                                                                                                                                                                  | \$11,650 | \$10,920  | \$730     | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| 1,000 Family                                                                                                                                                                                                                                                                                                                                                                                                | \$32,448 | \$19,493  | \$13,172  |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |          |           |           |                                |                   |                                            |
| HDHP 1,600 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$10,548 | \$10,038  | \$510     | \$1,200                        | \$1,600           | \$1,600                                    |
| HDHP 3,200 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$29,378 | \$18,402  | \$10,408  |                                | \$3,200           | \$3,200                                    |
| \$1,600/\$3,200 HDHP Plans - This deductible is \$1,600 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,200. Note, individuals on the family plan could account for more than \$1,600 until the family \$3,200 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |          |           |           |                                |                   |                                            |
| HDHP 3,500 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$9,179  | \$8,943   | \$236     | \$2,100                        | \$3,500           | \$3,500                                    |
| HDHP 7,000 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$25,567 | \$17,609  | \$7,406   |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |          |           |           |                                |                   |                                            |
| HDHP 5,000 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$8,393  | \$8,314   | \$79      | \$3,000                        | \$5,000           | \$5,000                                    |
| HDHP 10,000 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$23,376 | \$17,694  | \$4,699   |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |          |           |           |                                |                   |                                            |
| HDHP 6,750 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$7,649  | \$0       | \$7,649   |                                | \$6,750           | \$6,750                                    |
| HDHP 13,500 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$21,306 | \$0       | \$21,306  |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |          |           |           |                                |                   |                                            |

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

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

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

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



**FINAL**

## **CLOQUET SCHOOL DISTRICT SECRETARIAL EMPLOYEES AGREEMENT**

**CLOQUET SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**JULY 1, 2026 - JUNE 30, 2028**

**ATTEST:**

**AFSCME LOCAL NO. 545**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**Bargaining Unit – Secretarial Staff**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

**Dated: August 24, 2026**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**Superintendent of Schools**

**Dated: August 24, 2026**

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## **ARTICLE I – PURPOSE**

### **Section 1. Parties**

This Agreement is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Local Union No. 545, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative, 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., to provide the terms and conditions of employment for the secretarial employees.

## **ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1. Recognition**

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 00-PCE-1255, and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Secretarial, clerical and office support personnel employees employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

### **Section 2.**

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

### **Section 3.**

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

## **ARTICLE III -- DEFINITIONS**

### **Section 1. Terms and Conditions of Employment**

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

### **Section 2. Description of Appropriate Unit**

For purposes of this Agreement, the term Independent School District No. 94, Cloquet, Minnesota, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

**Section 3. School District**

For the purpose 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 the Agreement shall have those meanings defined by the PELRA.

**Section 5. Employee**

A member of the exclusively recognized bargaining unit as defined by PELRA.

**Section 6. Probationary Employee**

An employee who has not completed the required probationary period of paid employment for newly hired or rehired employees.

**Section 7. Full-Time 12 Month Employee**

An employee who is hired for eight (8) hours per day, 260 days per year. This amounts to 2080 hours per year including vacations and holidays.

**Section 8. Full-Time 10 Month Employee**

An employee who is hired for eight (8) hours per day, at least 204 days per year.

**Section 9. Part-Time Hourly Employee**

An employee who is hired for less than eight (8) hours per day or less than 204 days per year.

**Section 10. Layoff**

Reduction in the employee's scheduled hours of work of 10 hours or more per week or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct or other behavioral consideration.

**Section 11. Rest Breaks**

- a. Lunch Breaks. Each full-time employee shall have an unpaid thirty (30) minute lunch break as scheduled by the District. An employee, with the consent of the employer, may work through lunch period rather than take a 30 minute unpaid break.
- b. Each employee shall have one (1) paid rest break of fifteen (15) minutes, as assigned by their direct supervisor, for each continuous four (4) hour work period.

**ARTICLE IV -- MANAGEMENT RIGHTS**

**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 include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. 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 opportunity 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 services

prescribed by the School Board 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 Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section 4.      Reservation of Managerial Rights**

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

#### **Section 5.      Reimbursed Costs**

The Union shall reimburse the Employer for the use of school equipment, supplies and labor used in Union business. Prior approval for the use of school resources is required. The Union will be billed for any expenses incurred at their request pursuant to this section.

### **ARTICLE V -- EMPLOYEE RIGHTS**

#### **Section 1.      Right to View**

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

#### **Section 2.      Right to Join**

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

#### **Section 3.      Request for Dues Check Off**

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal monthly payments and to forward such monies to the designated officer of the exclusive representative together with a list of names of the employees from whose wages deductions were made.

#### **Section 4.      Request for PEOPLE Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### **Section 5.      Bulletin Board Space**

The Employer agrees to make space available on a designated bulletin board in each employee break room or building for the posting of Union notices and announcements.

## **ARTICLE VI -- BASIC SCHEDULES AND RATES OF PAY**

### **Section 1. Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2026 to June 30, 2028.

### **Section 2. Advancement on Salary Schedule**

- a. One step on the salary schedule is equivalent to one year of service.
- b. Any secretary hired between July 1 and December 31, will have one year of service credited on the next July 1.
- c. Any secretary hired between January 1 and June 30 will have a year of service credited on the second July 1 following their hire date.

## **ARTICLE VII -- GROUP INSURANCE BENEFITS**

### **Section 1. Health Insurance**

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.

#### **A. Hospitalization, Medical, and Surgical Coverage:**

**Subd. 1. Employee/School District Premium Share:** Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

**Subd. 2. Premium Increase/Decrease:** In the event the single or dependent premium increases/decreases, the district and employee will share the insurance plan increases/decreases according to the Education Minnesota Cloquet Premium Increase/Decrease language in the collective bargaining agreement under Article X, Section 2, Subd 2, items a-c.

#### **B. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):**

2026-2027 School Year

3-3.9 hours/day = \$750

4-4.9 hours/day = \$1,000

5-5.9 hours/day = \$1,250

6 or more hours/day = \$1,500

2027-2028 School Year

3-3.9 hours/day= \$900

4-4.9 hours/day= \$1,200

5-5.9 hours/day= \$1,500

6 or more hours/day= \$1,800

#### **C. Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.**

### **Section 2. Dental Insurance**

Full cost of dental premium for single coverage will be paid by the district and fifty percent (50%) of the cost for family coverage. To qualify for dental coverage, unit members must serve at least 170 days at 5 or more hours per day or more than 220 days at 4 or more hours per day.

### **Section 3. Employee Contribution**

Any additional costs of premium shall be borne by the employee by a monthly payroll deduction.

### **Section 4. Long Term Disability Benefits**

Full-time employees, long-term disability benefits will be provided at employee expense up to 66-2/3% of the employee's basic salary to a maximum benefit of \$3,000 per month. There shall be an elimination period of 60 working days.

- a. All employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. Long-term disability benefits are in effect only during the months in which said employee is working.

### **Section 5. Eligibility**

Benefits provided in this Article will apply only to regular employees and does not apply to substitute, temporary employees or student workers. The school district contribution toward those benefits shall be discontinued on the date the employee terminates their services or contract.

### **Section 6. Selection of Carrier**

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

### **Section 7. Life Insurance**

Full-time (10 and 12 month) employees shall receive term life insurance in an amount of \$50,000 at school district expense. All other secretarial union employees shall receive \$10,000 life insurance if they meet the eligibility requirements of the district's life insurance carrier at school district expense.

## **ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE**

### **Section 1.**

Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. Full-time and full-time 10 month employees shall receive thirteen (13) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive eleven (11) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 1 shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed thirteen days.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave with pay shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

Note: The 2014 Legislature amended the sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

#### **181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES**

*(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.*

*(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.*

*(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.*

If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

## **Section 2. Sick Leave Accumulation**

There shall be no limit as to the number of days of sick leave which an employee may accumulate.

## **Section 3. Workers Compensation**

All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Pursuant to M.S. 176, an employee injured on the job in the service of the Employer and collecting Workers Compensation insurance, may draw sick leave and receive full salary from the Employer, the employee's salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued sick leave.

## **Section 4. Emergency Leave**

Employees may be granted emergency leave not to exceed three (3) days per year subject to the discretion of the employee's immediate supervisor. This leave will be charged to sick leave or vacation.

## **Section 5. Bereavement Leave**

Full-time and part-time employees on a pro rata basis shall receive, in the case of death of an immediate family member, including parents, step-parents, spouse, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents of spouse of the employee or the employee's spouse; causing the employee to lose working time. Time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way, and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This leave is not deducted from accumulated sick leave.

## **Section 6. Leave Without Pay**

A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board or other governing board. Such leave of absence usually will not exceed twelve (12) months. No benefits shall accrue during this period of leave. Employees on leave without pay shall be allowed to

continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave.

#### **Section 7. Personal Leave**

Full time employees and part-time employees on a pro rata basis shall be granted personal leave with pay for personal business, to a total of five (5) days per year, non-cumulative, with prior approval of the employee's immediate supervisor. If a secretarial employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for secretarial substitutes. This additional day is non-cumulative so the maximum number of personal days in a given year would be six (6).

Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave. To comply with law, the school district reserves the right to allow personal leave to be taken in smaller increments.

#### **Section 8. Parental Leave**

Employees shall be granted leave in compliance with the Family Medical Leave Act of 1993.

#### **Section 9. Sick Leave**

Employees shall be allowed to utilize sick leave for absences caused by illness, injury, medical/dental/optometry appointments, and other legitimate medical purposes.

#### **Section 10. Sick Leave - Children**

Employees shall be allowed to utilize sick leave for the care of their children as per Minnesota Statute 181.9413.

#### **Section 11. Jury Duty – Court Appearance**

Employees shall be given leave for jury duty and court appearances as per School District Policy #408.

#### **Section 12. Military Leave**

Employees who are members of a reserve force of the United States or of the State of Minnesota, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Minnesota, shall be granted a leave of absence in accord with the Federal Law and/or Minnesota Statute Sections 192.26 and 192.261, or any successor statutes.

#### **Section 13. E-learning Days and School Closing:**

In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the State of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks. If principals are not required to come to the building during e-learning days, neither will secretaries.

If school is called off for the entire day and is not an e-learning day, employees shall be able to work from home or use an emergency day. 10 month and part-time employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

#### **Section 14. Minnesota Paid Family Medical Leave:**

An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

## **ARTICLE IX -- UNPAID LEAVES OF ABSENCE**

### **Section 1. Union Leave**

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

## **ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR**

### **Section 1.**

The normal workday for full-time twelve (12) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

### **Section 2.**

The normal workday for full-time ten (10) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

### **Section 3.**

Part-time hourly employees shall work less than eight (8) hours per day, exclusive of lunch. The normal work week shall consist of five (5) consecutive days.

### **Section 4.**

Hours of work shall be established by the building administrator.

### **Section 5.**

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be approved in advance by building/district administrator.

### **Section 6.**

An employee called back to work by the School District outside the regular work schedule shall be paid a minimum of two (2) hours at the appropriate rate of pay. An extension of or early report to a regularly scheduled shift does not qualify an employee for the minimum call back pay.

### **Section 7.**

Subd. 1. – Schools may be closed by the superintendent when in his/her judgment it would be unsafe for students to attend school.

Subd. 2. – Secretarial employees should report for work when it is safe and possible to do so. Should these employees find that they are unable to report to work, they may request of their respective administrator to work from home or use vacation days, emergency leave, personal leave, or deduct days as applicable. If weather or emergency conditions warrant, the superintendent or designee will notify personnel they may leave earlier than scheduled. Secretaries are allowed to work from home or make up to three (3) days for emergency days to be arranged with the building principal.

## **ARTICLE XI -- HOLIDAYS**

### **Section 1.**

Full-time 12 and 10 month employees shall receive the following paid holidays:

|                            |                                   |
|----------------------------|-----------------------------------|
| New Year's (2 days)        | July 4th (2 days) (12 month only) |
| President's Day            | Labor Day                         |
| Good Friday                | Thanksgiving (2 days)             |
| Memorial Day               | Christmas (2 days)                |
| Juneteenth (12 month only) |                                   |

### **Section 2.**

Part-time employees employed during the regular student school year for a minimum of fourteen (14) hours per week shall be granted the following paid holidays:

|                                                            |                                                  |
|------------------------------------------------------------|--------------------------------------------------|
| Thanksgiving (2 days)                                      | President's Day                                  |
| New Year's Day                                             | Good Friday (Effective 2003)                     |
| Christmas Eve Day                                          | Memorial Day                                     |
| Christmas Day                                              | Juneteenth (See stipulations in Section 5 below) |
| July 4 <sup>th</sup> (See stipulations in Section 5 below) | Labor Day                                        |

### **Section 3. Weekends**

Holidays that fall on a weekend will be observed on a day/days established by the building administrator.

### **Section 4. Eligibility**

Benefits provided in this Article shall apply only to employees who are paid on a regular basis and shall not apply to substitute, temporary employees or student workers.

### **Section 5. Application**

In order to be eligible for holiday pay an employee must have worked a regular day before and after the holiday unless on an excused illness, or vacation under these provisions.

### **Section 6. School in Session**

If a holiday occurs while an employee is on vacation or sick leave, said day shall not be charged against the employee's leave accrual.

### **Section 7. Work on a Holiday**

An employee who is required by the School District to perform work on a holiday shall receive as compensation, at double time the employee's normal hourly rate of pay for all hours worked on the holiday. Overtime shall be approved in advance by the building administrator.

## **ARTICLE XII -- VACATION**

### **Section 1. Vacation Time**

Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a secretary employed on March 1 would be allowed four (4) days of vacation. To qualify for vacation time a part-time employee must be a regularly employed twelve (12) month employee working a minimum of twenty-five (25) hours per week.

### **Section 2.**

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.

- b. After five years of continuous service, qualified employees shall receive 15 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.

### **Section 3.**

In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date. During separation, if an employee used vacation that had not yet been accrued, the value of these days shall be deducted from the employee's last check.

### **Section 4.**

Personnel shall be given every reasonable and practical choice of vacation periods possible. An employee may take vacation anytime during the fiscal year (July 1 through June 30) upon request and with agreement from the employee's supervisor. Employees may carry forward up to five (5) days of unused vacation into the following year. An employee who has more than five (5) days of unused vacation as of June 30 may use the excess vacation days by September 1, subject to the employee's request and the approval of the employee's supervisor.

### **Section 5.**

Upon becoming a full-time employee eligible for vacation, employees shall be given credit for their years of part-time service with the Cloquet School District if they have worked a minimum of twenty-five (25) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a maximum credit of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

### **Section 6.**

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be 25 days (with maximum carry over), and this benefit shall accumulate at experience intervals defined in the contract.

## **ARTICLE XIII -- PROBATION AND TRIAL PERIODS**

### **Section 1.**

All new employees will serve a twelve (12) month probationary period.

### **Section 2.**

The School District, in its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

### **Section 3. Probationary Period Change of Classification**

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10) working days in any such new classification. During this ten (10) day trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have ten (10) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

## **ARTICLE XIV -- GRIEVANCE PROCEDURE**

### **Section 1. Definition of a Grievance**

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

### **Section 2. Representatives**

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

The Employer will recognize representatives designated by the Union as the stewards of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

### **Section 3. Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have been notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### **Section 4. Definitions and Interpretation**

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Union.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

### **Section 5. Time Limitation and Waiver**

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

### **Section 6.**

A grievance filed on behalf of all bargaining unit employees (class action) by the Union will be filed in writing with the superintendent within twenty-one (21) calendar days after the event giving rise to the grievance. The superintendent shall reply to the grievance within fourteen (14) calendar days after receipt.

## **Section 7. Adjustments of Grievance**

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within fourteen (14) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within 14 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 14 days after receipt of the appeal. Within 14 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 14 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 14 days after receipt of the appeal. Within 21 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

## **Section 8. Arbitration Procedures**

In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 14 days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall select an arbitrator from a list provided by the EMS as per BMS procedures.

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

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

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

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

### **Section 9. Election of Remedies and Waiver**

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

## **ARTICLE XV -- RETIREE HEALTH BENEFITS**

### **Section 1.**

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until employee reaches Medicare eligible. The application of the premium to be paid by the school district shall be for the employee's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Secretaries hired after September 1, 2013 will have to have 10 years of full-time employment to qualify for the benefits described in Subdivision 1, of this section. Ten years of full time employment will be defined as any ten years of full-time employment, not just the last ten years of employment.

Subd 3. Dental insurance premiums shall be 100% paid by the retired employee.

### **Section 2. Severance and 403(b)**

Effective July 1, 2015, secretarial personnel who work six (6) hours per day, nine (9) months per year, or more, for ISD No. 94 for ten (10) years prior to retirement and who are at least fifty-five (55) years of age, shall, upon retirement receive in the form of severance pay according to the following schedule:

Employees, who have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive \$90.00 for each day of unused sick leave, not to exceed 120 days.

Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive a prorated amount for each day of sick leave based on six (6) hours per day. For instance, an employee working five (5) hours per day would receive 5/6 of \$90 per day or \$75/day. Employees who receive the prorated severance benefit shall have their work hours determined by the number of hours they work per week during their last year of employment with the district.

The District will deposit one hundred percent (100%) of the employee's severance pay into a Post-Retirement Health Care Savings Plan (PRHCSP), managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the employee's retirement.

**Subd 1. Beneficiary or Beneficiaries to Receive Earned Severance:** Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

**Section 3. 403(b) Employer Matching Plan:** Employees hired after July 1, 2015 will not receive a severance benefit as defined above, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2015, employees hired prior to July 1, 2015 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District's list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

**Subd. 1. Qualification for Benefits:** Part-time secretaries working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired secretaries who have been rehired by the school district are not eligible for employer contributions.

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

**Subd. 3. Match:** Effective July 1, 2015, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2024-2026

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

**Subd. 5. Participation:** An eligible member must make application for participation by July 1, of each school year. Once an eligible member elects to participate in the plan, said election is irrevocable for that school year and will

continue each subsequent school year unless modified by the member by the July 1 deadline. This provision relates to an eligible member's willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave, in which case he/she may not participate in the matching program until the member returns.

#### **Section 4.**

Employees shall give at least two calendar week's written notice prior to the effective date of resignation and at least eight calendar week's written notice prior to the effective date of retirement. Retirees not complying with the above guidelines shall lose severance benefits unless the timeline is waived by School Board action.

### **ARTICLE XVI -- SENIORITY/VACANCIES**

#### **Section 1. Assignment and Seniority**

Assignment of secretarial personnel shall rest with the Superintendent and the School Board.

Subd. 1. Definitions. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement.

The seniority list as of July 1, 2017 will determine the order of seniority. Thereafter, new hires shall have their seniority determined in order with the following criteria:

- (a) First date of continuous employment as determined in the board hiring resolution. Substitute work does not apply.
- (b) If there is a tie in seniority after applying (a), the next criteria will be the date at which the school board hired a secretary.
- (c) If there is a tie in seniority after applying (b), the next criteria will be the date application was received by the district office.

Subd. 2. Seniority List: The superintendent shall maintain a separate seniority list for secretaries who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the "NLA seniority list" and the other secretary seniority list will be referred to as the "regular seniority list." The seniority lists shall show the names of all secretarial personnel, initial date of employment and seniority rank. Each employee will receive a copy of the seniority list by March 31.

- a) Any secretary who was initially hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.
- b) Any secretary who was initially hired by the District as a NLA staff member, but later is employed by the District in a non-NLA position shall be listed on the regular secretary seniority list using the secretary's original date of hire with the District. Such a secretary will be removed from the NLA seniority list at the time the secretary is employed in the non-NLA position.

Subd. 3. Loss of Seniority: A secretarial employee will lose seniority for the following reasons only:

- a. Resignation.
- b. Involuntary Termination.
- c. Failure to return to work when recalled from layoff.

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The

decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

## **Section 2.**

In the event of a secretary layoff or reduction of 10 or more hours per week, secretary personnel shall be laid off by classification in inverse order of hire. An employee who is about to be laid off has the right to bump into an equal or lower paying classification and an equal or lower number of work hours, provided the employee is fully qualified to perform the duties of the classification into which they are bumping and have greater seniority than the employee being bumped. Part-time secretaries may only bump into part-time secretarial positions. An employee shall retain seniority and right to recall for a period of one (1) year. Recall shall be in inverse order of layoff. The School District shall issue written notice thirty (30) calendar days in advance of layoff.

### **NLA Stipulation:**

- a) A secretary on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.
- b) A secretary on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

## **Section 3.**

Probationary and temporary employees shall precede regular bargaining unit employees in layoff. No new employees shall be hired until all employees on layoff status have been given the opportunity for recall in any classification for which they are qualified. The parties agree that this section shall be grievable to steps one (1) and two (2) only.

## **Section 4.**

If a vacancy is determined by the superintendent to be filled within the secretarial category, the School District shall post a notice of open position on the district's website and send it to unit members via email. Employees within the secretarial unit who have completed their initial twelve (12) month probation period shall be given five (5) working days to apply for said position. When filling vacancies, first consideration shall be given to present employees. When candidates' qualifications are equal, seniority shall be used to determine who is awarded the position. If it becomes necessary to bypass present employees when filling vacancies, reasons for said denial shall be given in writing for such employees with a copy to the union.

If an internal candidate is unable to perform the duties of the new position in a satisfactory manner as determined by their immediate supervisor within two (2) weeks – (10 working days) on the new job, the individual shall be reassigned to their previously held position. Individuals filling that position would also be reassigned to their previously held positions if within the secretarial bargaining unit. The parties agree that this paragraph shall be grievable to steps one (1) and two (2) only.

In the event the vacancy or newly created position is not filled from within the secretarial unit, the position may be filled from the outside and seniority shall not be a consideration.

### **NLA Stipulation:**

- a) A secretary on the NLA seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Cloquet Public Schools.
- b) A secretary on the regular seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Northern Lights Academy (NLA).

## **ARTICLE XVII -- DISCIPLINE AND TERMINATION**

### **Section 1.**

Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action may be progressive and follow the steps listed below:

1. Oral warning
2. Written warning
3. Suspension (paid or unpaid) and/or demotion
4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

### **Section 2.**

The School District shall not question the employee during an investigation if they know it may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the exclusive representative present at such questioning.

### **Section 3.**

A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel office record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

## **ARTICLE XVIII -- GENERAL PROVISIONS**

### **Section 1. Non-Discrimination Clause**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law or on the basis of membership or non-membership in the exclusive bargaining unit. The exclusive representative shall share equally with the School District the responsibility for applying this provision of the Agreement.

### **Section 2. Personnel Files**

All employees shall have the right to inspect their personnel file during working hours as provided for by statute.

### **Section 3. Job Descriptions**

The School District shall have available upon request written job descriptions, for review, outlining the duties and responsibilities of the job classifications.

### **Section 4. Tax-Deferred Annuities**

An employee may have his/her contract amended to reduce his/her salary for the purpose of the purchase of a non-forfeitable tax-deferred annuity by the School District for said employee.

Election by the employee to enter into an amendment of contract for this purpose must be made no later than the 1<sup>st</sup> or 15<sup>th</sup> of each month. Further details may be obtained from the office of the Business Manager.

## **ARTICLE XIX -- PUBLIC OBLIGATION**

### **Section 1.**

The parties mutually recognize that their first obligation is to the public, and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

## **Section 2.**

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For the purposes of this Section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedures but is enforceable in the courts.

## **ARTICLE XX -- DURATION OF CONTRACT**

### **Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 – June 30, 2026, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

### **Section 2. Effect**

This Agreement constitutes the full and complete understanding between the School District and the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

### **Section 3. Finality**

Any matters relating to terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement, except by mutual consent of the parties.

### **Section 4. Pursuant to Law**

Pursuant to MN. Statute 179A.20, Subd. 2, no provision of this Agreement shall be contrary to law. In the event that a law changes and the language subsequently is contrary, it shall be null and void. Should the law change and language is not specifically required by law but is not contrary to law, then the language shall become negotiable during the next negotiation period unless the language becomes an exclusive management right.

### **Section 5. 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 this Agreement or the application of any provision thereof.

## Secretarial Union Seniority List

### As of July 1, 2026

| Name                           | Start Date<br>As Secretary | Years<br>of Service<br>July 1, 2026 | Position                                      | Building           | Step as of<br>July 1, 2026 |
|--------------------------------|----------------------------|-------------------------------------|-----------------------------------------------|--------------------|----------------------------|
| <b>Cloquet School District</b> |                            |                                     |                                               |                    |                            |
| Sinisalo, Elizabeth            | 10/12/09                   | 17                                  | Secretary/Receptionist<br>(Sp Ed Due Process) | Middle School      | 10+                        |
| Neumann, Lisa                  | 5/18/15                    | 11                                  | Head Secretary -<br>Community Ed              | Community Ed       | 10                         |
| Warbalow, Tisha                | 6/27/16                    | 10                                  | Head Secretary (Admin Asst)                   | NLSEC              | 10                         |
| Rasmussen, Brenda              | 7/31/17                    | 9                                   | HR and Finance Generalist                     | Central Office     | 10                         |
| Loons, Jessica                 | 8/14/17                    | 9                                   | Secretary/Receptionist                        | Central Office     | 10                         |
| Houck, Valerie                 | 8/22/18                    | 8                                   | Guidance Office<br>Secretary                  | Senior High School | 9                          |
| Tyman, Misty                   | 9/17/18                    | 8                                   | Head Secretary                                | Churchill          | 10                         |
| Sandman, Nicole                | 5/1/19                     | 7                                   | Head Secretary                                | Senior High School | 8                          |
| Doty, Lindsey                  | 8/27/19                    | 7                                   | Secretary/Receptionist<br>(Food Service)      | Senior High School | 8                          |
| Fast, Tara                     | 8/15/20                    | 6                                   | Secretary/Receptionist                        | Washington         | 7                          |
| Olson, Kate                    | 8/16/20                    | 6                                   | HR and Finance Generalist                     | Central Office     | 7                          |
| Denzer, Kayla                  | 10/12/20                   | 6                                   | Secretary/Receptionist                        | Middle School      | 7                          |
| Cotner, Kayla                  | 6/25/2021                  | 5                                   | Secretary/Receptionist<br>(Early Childhood)   | Community Ed       | 6                          |
| Petersen, Kristie              | 8/9/2021                   | 5                                   | Head Secretary                                | Middle School      | 9                          |
| Hanson, Willa                  | 8/9/2021                   | 5                                   | Guidance Office Secretary                     | Middle School      | 6                          |
| Jones, Angela                  | 8/10/2021                  | 5                                   | Financial Secretary                           | Senior High School | 6                          |
| Anthony, Barbara               | 10/4/2021                  | 5                                   | Head Secretary                                | Washington         | 7 Frozen                   |
| Eugenis, Stephanie             | 10/18/2021                 | 5                                   | Secretary/Receptionist                        | Senior High School | 10                         |
| Jerde, Allison                 | 8/12/25                    | 1                                   | Head Secretary                                | CAAEP              | 2                          |
| Carlson, Krystina              | 8/11/26                    | 0                                   | Secretary/Receptionist                        | Churchill          | 5 Frozen                   |
| <b>NLA</b>                     |                            |                                     |                                               |                    |                            |
| Bergren, Raeanne               | 6/28/2021                  | 5                                   | Head Secretary                                | NLA                | 6                          |

10 + = 15 to 19 years of service

10 ++ = 20 to 29 years of service

10 +++ = 30+ years of service

The secretarial categories shall be as follows for the July 1, 2026 – June 30, 2028 school years:

- Head Secretary
- Finance Generalist
- Financial Secretary
- Head Secretary – Community Ed
- Guidance Office Secretary
- Secretary/Receptionist

The entire salary schedule shall be increased by the following percentages:

- 2026-2027 – 2.5%
- 2027-2028 – 2.5% or “Me-too” same increase as put on the teachers’ salary schedule for 2027-2028, if higher.

# **SALARY SCHEDULES SHALL BE AS FOLLOWS:**

## **CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE**

| 2026-27                   | 2.50%   |         | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9 | Step 10 |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------|---------|
|                           | Per Hr. | Per Hr. |         |         |         |         |         |         |         |         |        |         |
| Head Secretary            | \$24.20 | \$24.77 | \$25.32 | \$25.93 | \$26.51 | \$27.06 | \$27.66 | \$28.23 | \$28.81 | \$29.38 |        |         |
| HR and Finance Generalist | \$24.20 | \$24.77 | \$25.32 | \$25.93 | \$26.51 | \$27.06 | \$27.66 | \$28.23 | \$28.81 | \$29.38 |        |         |
| Financial Secretary       | \$22.95 | \$23.54 | \$24.14 | \$24.71 | \$25.29 | \$25.88 | \$26.45 | \$27.02 | \$27.59 | \$28.18 |        |         |
| Head Sec – Comm. Ed       | \$20.78 | \$21.36 | \$21.92 | \$22.52 | \$23.10 | \$23.71 | \$24.26 | \$24.86 | \$25.44 | \$26.00 |        |         |
| Guidance Office Sec.      | \$20.78 | \$21.36 | \$21.92 | \$22.52 | \$23.10 | \$23.71 | \$24.26 | \$24.86 | \$25.44 | \$26.00 |        |         |
| Sec/Receptionist          | \$20.78 | \$21.36 | \$21.92 | \$22.52 | \$23.10 | \$23.71 | \$24.26 | \$24.86 | \$25.44 | \$26.00 |        |         |

| 2027-28                   | 2.5% or Me-Too if EM-C is higher* |         |         |         | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|---------------------------|-----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                           | Step 1                            | Step 2  | Step 3  | Step 4  |         |         |         |         |         |         |
|                           | Per Hr.                           | Per Hr. | Per Hr. | Per Hr. | Per Hr. | Per Hr. | Per Hr. | Per Hr. | Per Hr. | Per Hr. |
| Head Secretary            | \$24.80                           | \$25.39 | \$25.96 | \$26.58 | \$27.18 | \$27.74 | \$28.35 | \$28.94 | \$29.53 | \$30.11 |
| HR and Finance Generalist | \$24.80                           | \$25.39 | \$25.96 | \$26.58 | \$27.18 | \$27.74 | \$28.35 | \$28.94 | \$29.53 | \$30.11 |
| Financial Secretary       | \$23.53                           | \$24.13 | \$24.75 | \$25.32 | \$25.92 | \$26.53 | \$27.11 | \$27.70 | \$28.28 | \$28.88 |
| Head Sec – Comm. Ed       | \$21.30                           | \$21.90 | \$22.47 | \$23.08 | \$23.68 | \$24.30 | \$24.87 | \$25.48 | \$26.08 | \$26.65 |
| Guidance Office Sec.      | \$21.30                           | \$21.90 | \$22.47 | \$23.08 | \$23.68 | \$24.30 | \$24.87 | \$25.48 | \$26.08 | \$26.65 |
| Sec/Receptionist          | \$21.30                           | \$21.90 | \$22.47 | \$23.08 | \$23.68 | \$24.30 | \$24.87 | \$25.48 | \$26.08 | \$26.65 |

### 1) Longevity Pay:

- **July 1, 2026 – June 30, 2028**  
10-14 Years (\$140/mo.); 15-19 Years (\$170/mo.); and 20+ Years (\$195.00/mo.).

Longevity pay will begin on year ten (10) of the secretary’s actual month of hire with the school district and be paid based on that hire date.

### 2) Each step equals one (1) year of experience.

### 3) In the event that a building is without nursing coverage and no appropriate substitutes are available, one building secretary may be compensated an extra \$30 per day if they, at the principal’s direction, are required to

cover the nursing duties for 4 hours or more. The unit also acknowledges that nursing duties are part of their job duties

4) Compensation for Work Outside of Job Classification:

- a. Additional Compensation: Secretaries shall receive an additional payment of \$30 per day for each day in which they are directed by the principal to perform, bussing, lunchroom, Playground or supervising a classroom duty.
- b. Definition of Work Outside of Job Classification: For the purposes of this provision, “work outside of job classification” refers to covering bussing/lunchroom/playground duty and/or supervising classrooms without appropriate coverage with the advanced approval of the principal. Minimum time required to perform the duties and receive the additional compensation is one half hour.
- c. Notification: Secretaries shall be provided with reasonable advance notice whenever possible regarding the requirement to perform work outside of their job classification.

# APPENDIX A

## ISD #94 2026 Insurance Plan Year Effective September 1, 2026 (Based on a 1.0 FTE Calculation)

| INSURANCE INFORMATION - NEW HIRES                                                                                                                                                                                                                                                                                                                                                                           |                   |                       |                       |                                |                   |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-----------------------|--------------------------------|-------------------|--------------------------------------------|
| 2026-2027<br>Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                               | Annual<br>Premium | District<br>Pays/Year | Employee<br>Pays/Year | District Paid<br>HRA/HSA       | Annual Deductible | Annual<br>Out of Pocket Max                |
| 500 Single                                                                                                                                                                                                                                                                                                                                                                                                  | \$15,116          | \$13,693              | \$1,423               | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| 1,000 Family                                                                                                                                                                                                                                                                                                                                                                                                | \$42,103          | \$24,212              | \$17,891              |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |                   |                       |                       |                                |                   |                                            |
| HDHP 1,700<br>Single                                                                                                                                                                                                                                                                                                                                                                                        | \$13,552          | \$12,442              | \$1,110               | \$1,200                        | \$1,650           | \$1,650                                    |
| HDHP 3,400<br>Family                                                                                                                                                                                                                                                                                                                                                                                        | \$37,747          | \$22,871              | \$14,877              |                                | \$3,500           | \$3,500                                    |
| \$1,700/\$3,400 HDHP Plans - This deductible is \$1,700 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,400. Note, individuals on the family plan could account for more than \$1,700 until the family \$3,400 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |                   |                       |                       |                                |                   |                                            |
| HDHP 3,500<br>Single                                                                                                                                                                                                                                                                                                                                                                                        | \$11,911          | \$11,129              | \$782                 | \$2,100                        | \$3,500           | \$3,500                                    |
| HDHP 7,000<br>Family                                                                                                                                                                                                                                                                                                                                                                                        | \$33,175          | \$21,689              | \$11,486              |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |                   |                       |                       |                                |                   |                                            |
| HDHP 5,000<br>Single                                                                                                                                                                                                                                                                                                                                                                                        | \$10,890          | \$10,312              | \$578                 | \$3,000                        | \$5,000           | \$5,000                                    |
| HDHP 10,000<br>Family                                                                                                                                                                                                                                                                                                                                                                                       | \$30,333          | \$21,664              | \$8,669               |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |
| HDHP 6,750<br>Single                                                                                                                                                                                                                                                                                                                                                                                        | \$9,926           | \$0                   | \$9,926               |                                | \$6,750           | \$6,750                                    |
| HDHP 13,500<br>Family                                                                                                                                                                                                                                                                                                                                                                                       | \$27,646          | \$0                   | \$27,646              |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |

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

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

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

|                      | Benefit Year Start Date |  |
|----------------------|-------------------------|--|
| \$500/\$1000 Plans   | September 1st           |  |
| \$1700/\$3400 Plans  | September 1st           |  |
| \$3500/\$7000 Plans  | September 1st           |  |
| \$5000/\$10000 Plans | September 1st           |  |
| \$6750/\$13500 Plans | September 1st           |  |



## **CLOQUET SCHOOL DISTRICT SECRETARIAL EMPLOYEES AGREEMENT**

**CLOQUET SCHOOL DISTRICT**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 545**

**JULY 1, 202~~64~~ - JUNE 30, 202~~86~~**

**ATTEST:**

**AFSCME LOCAL NO. 545**

**CLOQUET SCHOOL BOARD  
Independent School District No. 94**

\_\_\_\_\_  
**Bargaining Unit - Secretarial Staff**

\_\_\_\_\_  
**School Board Chair**

\_\_\_\_\_  
**Bargaining Unit – Secretarial Staff**

\_\_\_\_\_  
**School Board Clerk**

\_\_\_\_\_  
**AFSCME Council No. 65 Representative**

\_\_\_\_\_  
**Superintendent of Schools**

**Dated: ~~November 25, 2024~~ August 24, 2026**  
**2024 August 24, 2026**

**Dated: ~~November 25,~~**

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## **ARTICLE I – PURPOSE**

### **Section 1. Parties**

This Agreement is entered into between Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the School District, and Local Union No. 545, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the exclusive representative, 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., to provide the terms and conditions of employment for the secretarial employees.

## **ARTICLE II -- RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1. Recognition**

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, Case No. 00-PCE-1255, and in accordance with the PELRA, the School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Secretarial, clerical and office support personnel employees employed by Independent School District No. 94, Cloquet, Minnesota, who are Public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

### **Section 2.**

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

### **Section 3.**

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

## **ARTICLE III -- DEFINITIONS**

### **Section 1. Terms and Conditions of Employment**

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

### **Section 2. Description of Appropriate Unit**

For purposes of this Agreement, the term Independent School District No. 94, Cloquet, Minnesota, shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

### **Section 3. School District**

For the purpose 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 the Agreement shall have those meanings defined by the PELRA.

### **Section 5. Employee**

A member of the exclusively recognized bargaining unit as defined by PELRA.

### **Section 6. Probationary Employee**

An employee who has not completed the required probationary period of paid employment for newly hired or rehired employees.

### **Section 7. Full-Time 12 Month Employee**

An employee who is hired for eight (8) hours per day, 260 days per year. This amounts to 2080 hours per year including vacations and holidays.

### **Section 8. Full-Time 10 Month Employee**

An employee who is hired for eight (8) hours per day, at least 204 days per year.

### **Section 9. Part-Time Hourly Employee**

An employee who is hired for less than eight (8) hours per day or less than 204 days per year.

### **Section 10. Layoff**

Reduction in the employee's scheduled hours of work of 10 hours or more per week or complete separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct or other behavioral consideration.

### **Section 11. Rest Breaks**

- a. Lunch Breaks. Each full-time employee shall have an unpaid thirty (30) minute lunch break as scheduled by the District. An employee, with the consent of the employer, may work through lunch period rather than take a 30 minute unpaid break.
- b. Each employee shall have one (1) paid rest break of fifteen (15) minutes, as assigned by their direct supervisor, for each continuous four (4) hour work period.

## **ARTICLE IV -- MANAGEMENT RIGHTS**

### **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 include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

### **Section 2. 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 opportunity 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 services

prescribed by the School Board 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 Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

#### **Section 4.      Reservation of Managerial Rights**

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

#### **Section 5.      Reimbursed Costs**

The Union shall reimburse the Employer for the use of school equipment, supplies and labor used in Union business. Prior approval for the use of school resources is required. The Union will be billed for any expenses incurred at their request pursuant to this section.

### **ARTICLE V -- EMPLOYEE RIGHTS**

#### **Section 1.      Right to View**

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

#### **Section 2.      Right to Join**

Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

#### **Section 3.      Request for Dues Check Off**

The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal monthly payments and to forward such monies to the designated officer of the exclusive representative together with a list of names of the employees from whose wages deductions were made.

#### **Section 4.      Request for PEOPLE Deduction**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

#### **Section 5.      Bulletin Board Space**

The Employer agrees to make space available on a designated bulletin board in each employee break room or building for the posting of Union notices and announcements.

## **ARTICLE VI -- BASIC SCHEDULES AND RATES OF PAY**

### **Section 1. Salary Schedule**

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 202~~64~~ to June 30, 202~~86~~.

### **Section 2. Advancement on Salary Schedule**

- a. One step on the salary schedule is equivalent to one year of service.
- b. Any secretary hired between July 1 and December 31, will have one year of service credited on the next July 1.
- c. Any secretary hired between January 1 and June 30 will have a year of service credited on the second July 1 following their hire date.

## **ARTICLE VII -- GROUP INSURANCE BENEFITS**

### **Section 1. Health Insurance**

Full-time employees who work a minimum of 204 days will be provided hospitalization, medical, and surgical benefits in accordance with the district plan as listed in Appendix A. The defined health insurance plans shall be adopted according to Minnesota law. See 471.6161 GROUP INSURANCE; GOVERNMENTAL UNITS.

#### **A. Hospitalization, Medical, and Surgical Coverage:**

Subd. 1. Employee/School District Premium Share: Hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees with the District bearing the costs as listed in the District's adopted health insurance plan. See Appendix A. See Article VII, Section 1. for "eligible employee" definition.

Subd. 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases, the district and employee will share the insurance plan increases/decreases according to the Education Minnesota Cloquet Premium Increase/Decrease language in the collective bargaining agreement under Article X, Section 2, Subd 2, items a-c.

#### **B. HRA Contributions: All employees who do not qualify for the district contribution towards health insurance shall receive the following in Health Reimbursement Arrangement (HRA):**

202~~64~~-202~~75~~ School Year

3-3.9 hours/day = \$~~750450~~

4-4.9 hours/day = \$~~1,000600~~

5-5.9 hours/day = \$~~1,250750~~

6 or more hours/day = \$~~1,500900~~

202~~75~~-202~~86~~ School Year

3-3.9 hours/day= \$~~900600~~

4-4.9 hours/day= \$~~1,200800~~

5-5.9 hours/day= \$1,~~500900~~

6 or more hours/day= \$1,~~800200~~

#### **C. Effective September 1, 2025, employees who qualify to receive district contributions towards the group insurance premium but who choose not to be covered under the district's plan shall receive \$3,500 towards an HRA. This will be prorated for employees hired after the start of the plan year.**

### **Section 2. Dental Insurance**

Full cost of dental premium for single coverage will be paid by the district and fifty percent (50%) of the cost for family coverage. To qualify for dental coverage, unit members must serve at least 170 days at 5 or more hours per day or more than 220 days at 4 or more hours per day.

### **Section 3. Employee Contribution**

Any additional costs of premium shall be borne by the employee by a monthly payroll deduction.

### **Section 4. Long Term Disability Benefits**

Full-time employees, long-term disability benefits will be provided at employee expense up to 66-2/3% of the employee's basic salary to a maximum benefit of \$3,000 per month. There shall be an elimination period of 60 working days.

- a. All employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. Long-term disability benefits are in effect only during the months in which said employee is working.

### **Section 5. Eligibility**

Benefits provided in this Article will apply only to regular employees and does not apply to substitute, temporary employees or student workers. The school district contribution toward those benefits shall be discontinued on the date the employee terminates their services or contract.

### **Section 6. Selection of Carrier**

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

### **Section 7. Life Insurance**

Full-time (10 and 12 month) employees shall receive term life insurance in an amount of \$50,000 at school district expense. All other secretarial union employees shall receive \$10,000 life insurance if they meet the eligibility requirements of the district's life insurance carrier at school district expense.

## **ARTICLE VIII -- SICK LEAVE/LEAVES OF ABSENCE**

### **Section 1.**

Earned Safe and Sick Time shall be referred to as "Sick Leave" for the purposes of the collective bargaining agreement. Full-time and full-time 10 month employees shall receive ~~thirteen~~~~fifteen~~ (13~~5~~) days of paid sick leave per year for the first five years of employment with the district. Thereafter, full-time and full-time 10 month employees shall receive ~~eleven~~~~thirteen~~ (11~~3~~) days of paid sick leave per year. Part-time employees shall receive sick days pro-rated by the number of hours they work per day. Sick leave shall be computed as of July 1 each year. Employees employed after July 1 shall be allowed one and one-half (1-1/2) days of sick leave for each month of continuous employment during the first year but not to exceed ~~thirteen~~~~fifteen~~ days.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Sick leave with pay shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, spouse's children/step-children, adult children, or parent.

Note: The 2014 Legislature amended the sick leave law. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

#### **181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES**

*(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.*

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph: (1) "domestic abuse" has the meaning given in section 518B.01; (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and (3) "stalking" has the meaning given in section 619.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting.

The school or district administration may request a physician's verification for sick leave taken of three consecutive days or more.

## **Section 2. Sick Leave Accumulation**

There shall be no limit as to the number of days of sick leave which an employee may accumulate.

## **Section 3. Workers Compensation**

All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Pursuant to M.S. 176, an employee injured on the job in the service of the Employer and collecting Workers Compensation insurance, may draw sick leave and receive full salary from the Employer, the employee's salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued sick leave.

## **Section 4. Emergency Leave**

Employees may be granted emergency leave not to exceed three (3) days per year subject to the discretion of the employee's immediate supervisor. This leave will be charged to sick leave or vacation.

## **Section 5. Bereavement Leave**

Full-time and part-time employees on a pro rata basis shall receive, in the case of death of an immediate family member, including parents, step-parents, spouse, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents of spouse of the employee or the employee's spouse; causing the employee to lose working time. Time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way, and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This leave is not deducted from accumulated sick leave.

## **Section 6. Leave Without Pay**

A leave of absence without compensation may be granted upon good cause shown to the Superintendent with the approval of the School Board or other governing board. Such leave of absence usually will not exceed twelve (12) months. No benefits shall accrue during this period of leave. Employees on leave without pay shall be allowed to

continue their participation in the group insurance coverage by paying the entire cost of the premiums for coverage if permitted by the insurance carrier. Seniority shall not accumulate and the employee will not advance on the salary schedule while on leave.

#### **Section 7. Personal Leave**

Full time employees and part-time employees on a pro rata basis shall be granted personal leave with pay for personal business, to a total of ~~fivethree~~ (53) days per year, non-cumulative, with prior approval of the employee's immediate supervisor. If a secretarial employee uses three (3) days or less of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for secretarial substitutes. This additional day is non-cumulative so the maximum number of personal days in a given year would be ~~sixfour~~ (64).

Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave. To comply with law, the school district reserves the right to allow personal leave to be taken in smaller increments.

#### **Section 8. Parental Leave**

Employees shall be granted leave in compliance with the Family Medical Leave Act of 1993.

#### **Section 9. Sick Leave**

Employees shall be allowed to utilize sick leave for absences caused by illness, injury, medical/dental/optometry appointments, and other legitimate medical purposes.

#### **Section 10. Sick Leave - Children**

Employees shall be allowed to utilize sick leave for the care of their children as per Minnesota Statute 181.9413.

#### **Section 11. Jury Duty – Court Appearance**

Employees shall be given leave for jury duty and court appearances as per School District Policy #408.

#### **Section 12. Military Leave**

Employees who are members of a reserve force of the United States or of the State of Minnesota, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Minnesota, shall be granted a leave of absence in accord with the Federal Law and/or Minnesota Statute Sections 192.26 and 192.261, or any successor statutes.

#### **Section 13. E-learning Days and School Closing:**

In the event school is closed for a portion of the school day, employees shall be paid for their entire workday if the day was counted as a day of instruction by the State of Minnesota. If an e-learning day is determined by the superintendent or the superintendent's designee, staff will be compensated in accordance with MN statute 120A.414 – E-Learning Days. E-Learning days will not be paid out of an employee's ESST or Personal Day banks. If principals are not required to come to the building during e-learning days, neither will secretaries.

If school is called off for the entire day and is not an e-learning day, employees shall be able to work from home or use an emergency day. 10 month and part-time employees shall be allowed to make up to two (2) of those days each year. These days shall be coordinated with the building principals. "School Closings," in this paragraph shall be taken to mean closing school for such things as inclement weather, or other school emergencies which necessitate students and staff not being in school but are not e-learning days.

#### **Section 14. Minnesota Paid Family Medical Leave:**

An employee may, at their discretion, utilize sick or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits.

The Employer agrees to pay the minimum percent required by law for the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B.14.

## **ARTICLE IX -- UNPAID LEAVES OF ABSENCE**

### **Section 1. Union Leave**

At the beginning of each school year, the exclusive representative shall be credited with twelve (12) days to be used by the exclusive representative of union employees who are officers or agents of such for conducting the business of the exclusive representative. The exclusive representative agrees to notify the school superintendent of its designated representative(s) no less than 48 hours in advance when possible of such leave. Unless extreme circumstances dictate, no more than two (2) persons per day may use Association leave at a time. The superintendent will consider granting additional unpaid leave for reasonable time off if a request is made one week in advance of needing said leave. Rather than using unpaid leave, the employees may use accumulated paid leave (if applicable) instead of leave without pay.

## **ARTICLE X -- HOURS OF SERVICE AND DUTY YEAR**

### **Section 1.**

The normal workday for full-time twelve (12) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

### **Section 2.**

The normal workday for full-time ten (10) month employees shall consist of eight (8) hours, exclusive of lunch. The normal work week shall consist of forty (40) hours, in five (5) consecutive days.

### **Section 3.**

Part-time hourly employees shall work less than eight (8) hours per day, exclusive of lunch. The normal work week shall consist of five (5) consecutive days.

### **Section 4.**

Hours of work shall be established by the building administrator.

### **Section 5.**

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the regular rate of pay, except Sundays and holidays. Overtime on Sundays and holidays shall be paid at double the regular pay rate. Overtime shall be approved in advance by building/district administrator.

### **Section 6.**

An employee called back to work by the School District outside the regular work schedule shall be paid a minimum of two (2) hours at the appropriate rate of pay. An extension of or early report to a regularly scheduled shift does not qualify an employee for the minimum call back pay.

### **Section 7.**

Subd. 1. – Schools may be closed by the superintendent when in his/her judgment it would be unsafe for students to attend school.

Subd. 2. – Secretarial employees should report for work when it is safe and possible to do so. Should these

employees find that they are unable to report to work, they may request of their respective administrator to work from home or use vacation days, emergency leave, personal leave, or deduct days as applicable. If weather or emergency conditions warrant, the superintendent or designee will notify personnel they may leave earlier than scheduled. Secretaries are allowed to work from home or make up to three (3) days for emergency days to be arranged with the building principal.

## **ARTICLE XI -- HOLIDAYS**

### **Section 1.**

Full-time 12 and 10 month employees shall receive the following paid holidays:

|                            |                                   |
|----------------------------|-----------------------------------|
| New Year's (2 days)        | July 4th (2 days) (12 month only) |
| President's Day            | Labor Day                         |
| Good Friday                | Thanksgiving (2 days)             |
| Memorial Day               | Christmas (2 days)                |
| Juneteenth (12 month only) |                                   |

### **Section 2.**

Part-time employees employed during the regular student school year for a minimum of fourteen (14) hours per week shall be granted the following paid holidays:

|                                                            |                                                  |
|------------------------------------------------------------|--------------------------------------------------|
| Thanksgiving (2 days)                                      | President's Day                                  |
| New Year's Day                                             | Good Friday (Effective 2003)                     |
| Christmas Eve Day                                          | Memorial Day                                     |
| Christmas Day                                              | Juneteenth (See stipulations in Section 5 below) |
| July 4 <sup>th</sup> (See stipulations in Section 5 below) | Labor Day                                        |

### **Section 3. Weekends**

Holidays that fall on a weekend will be observed on a day/days established by the building administrator.

### **Section 4. Eligibility**

Benefits provided in this Article shall apply only to employees who are paid on a regular basis and shall not apply to substitute, temporary employees or student workers.

### **Section 5. Application**

In order to be eligible for holiday pay an employee must have worked a regular day before and after the holiday unless on an excused illness, or vacation under these provisions.

### **Section 6. School in Session**

If a holiday occurs while an employee is on vacation or sick leave, said day shall not be charged against the employee's leave accrual.

### **Section 7. Work on a Holiday**

An employee who is required by the School District to perform work on a holiday shall receive as compensation, at double time the employee's normal hourly rate of pay for all hours worked on the holiday. Overtime shall be approved in advance by the building administrator.

## **ARTICLE XII -- VACATION**

### **Section 1. Vacation Time**

Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first

employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a secretary employed on March 1 would be allowed four (4) days of vacation. To qualify for vacation time a part-time employee must be a regularly employed twelve (12) month employee working a minimum of twenty-five (25) hours per week.

## **Section 2.**

- a. Ten days of vacation time shall be allowed for 12 months of continuous full-time service. Part-time 12 month employees shall receive vacation prorated at this rate.
- b. After five years of continuous service, qualified employees shall receive 15 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.
- ~~d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.~~
- ~~e. After 25 years of continuous service, qualified employees shall receive 30 days of vacation. Part-time 12 month employees shall receive vacation prorated at this rate.~~
- ~~f. One day additional vacation shall be allowed for each two years of service beyond 25 years.~~
- ~~g. Employees hired after July 1, 2008 may earn no more than 20 days of vacation.~~

## **Section 3.**

In the event of separation before July 1, vacation time shall be computed at the rate of one (1) day per month but not to exceed ten (10) days. Employees whose longevity entitles them to more than ten (10) days yearly vacation shall have vacation time prorated from July 1 to the separation date. During separation, if an employee used vacation that had not yet been accrued, the value of these days shall be deducted from the employee's last check.

## **Section 4.**

Personnel shall be given every reasonable and practical choice of vacation periods possible. An employee may take vacation anytime during the fiscal year (July 1 through June 30) upon request and with agreement from the employee's supervisor. Employees may carry forward up to five (5) days of unused vacation into the following year. An employee who has more than five (5) days of unused vacation as of June 30 may use the excess vacation days by September 1, subject to the employee's request and the approval of the employee's supervisor.~~Employees unable to use their vacation during the specified period (July 1 to June 30) shall be allowed to take their vacation days up to September 1, upon request and agreement from the employee's supervisor. After September 1<sup>st</sup>, employees carry five (5) vacation days from the previous year into the following school year.~~

## **Section 5.**

Upon becoming a full-time employee eligible for vacation, employees shall be given credit for their years of part-time service with the Cloquet School District if they have worked a minimum of ~~twenty-five~~thirty (2530) hours per week for the full school year and if their employment has been continuous. When calculating vacation time, one (1) year of service (up to a maximum credit of five (5) years) will be credited for each two (2) years of continuous part-time service. The additional credit of service is only applicable in calculating the years of service for qualifying for fifteen (15) days of vacation after the employee has fulfilled two (2) years of full-time continuous service. After qualifying for fifteen (15) days of vacation, only full-time years of continuous service will apply towards additional vacation time.

## **Section 6.**

For employees hired after May 1, 2008, the maximum vacation benefit that can be obtained will be ~~250~~259 days (with maximum carry over), and this benefit shall accumulate at experience intervals defined in the contract. ~~Employees hired prior to May 1, 2008 shall remain with the vacation benefit schedule without the 20 day limitation.~~

# **ARTICLE XIII -- PROBATION AND TRIAL PERIODS**

## **Section 1.**

All new employees will serve a twelve (12) month probationary period.

## **Section 2.**

The School District, in its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure, however, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

## **Section 3. Probationary Period Change of Classification**

Prior to an employee transferring or being promoted to a different classification, the employee must serve the initial six (6) month probation period. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ten (10) working days in any such new classification. During this ten (10) day trial period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. When an employee is transferred to a new classification, the employee shall also have ten (10) working days in which to decide whether to keep the position. If the employee does not want to keep the position said employee may return to the original classification with no loss of seniority. If the transfer by administration was due to the discontinuance of the employee's original position, this nullifies the option to return to the original classification.

# **ARTICLE XIV -- GRIEVANCE PROCEDURE**

## **Section 1. Definition of a Grievance**

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

## **Section 2. Representatives**

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

The Employer will recognize representatives designated by the Union as the stewards of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

## **Section 3. Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have been notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

## **Section 4. Definitions and Interpretation**

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the Employer and the Union.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

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

#### **Section 5. Time Limitation and Waiver**

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty-one days after the date of the first event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver hereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

#### **Section 6.**

A grievance filed on behalf of all bargaining unit employees (class action) by the Union will be filed in writing with the superintendent within twenty-one (21) calendar days after the event giving rise to the grievance. The superintendent shall reply to the grievance within fourteen (14) calendar days after receipt.

#### **Section 7. Adjustments of Grievance**

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within fourteen (14) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within 14 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within 14 days after receipt of the appeal. Within 14 days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 14 days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 14 days after receipt of the appeal. Within 21 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

#### **Section 8. Arbitration Procedures**

In the event the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 14 days following the decision in Level III

of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall select an arbitrator from a list provided by the EMS as per BMS procedures.

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

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

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

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

## **Section 9. Election of Remedies and Waiver**

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

## **ARTICLE XV -- RETIREE HEALTH BENEFITS**

### **Section 1.**

Subd. 1. For full-time retired employees between the ages of fifty-five (55) and Medicare eligible, hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract. Future premium costs and increases exceeding the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until employee reaches Medicare eligible. The application of the premium to be paid by the school district shall be for the employee's coverage that was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between fifty-five (55) and Medicare eligible changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Subd. 2. Secretaries hired after September 1, 2013 will have to have 10 years of full-time employment to qualify for the benefits described in Subdivision 1, of this section. Ten years of full time employment will be defined as any ten years of full-time employment, not just the last ten years of employment.

Subd 3. Dental insurance premiums shall be 100% paid by the retired employee.

## **Section 2. Severance and 403(b)**

Effective July 1, 2015, secretarial personnel who work six (6) hours per day, nine (9) months per year, or more, for ISD No. 94 for ten (10) years prior to retirement and who are at least fifty-five (55) years of age, shall, upon retirement receive in the form of severance pay according to the following schedule:

Employees, who have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive \$90.00 for each day of unused sick leave, not to exceed 120 days.

Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience at six (6) or more hours per day/30 hours per week, shall receive a prorated amount for each day of sick leave based on six (6) hours per day. For instance, an employee working five (5) hours per day would receive 5/6 of \$90 per day or \$75/day. Employees who receive the prorated severance benefit shall have their work hours determined by the number of hours they work per week during their last year of employment with the district.

The District will deposit one hundred percent (100%) of the employee's severance pay into a Post-Retirement Health Care Savings Plan (PRHCSP), managed by the Minnesota State Retirement System. This payment shall be made in one lump sum the month following the effective date of the employee's retirement.

Subd 1. Beneficiary or Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

**Section 3. 403(b) Employer Matching Plan:** Employees hired after July 1, 2015 will not receive a severance benefit as defined above, but they may participate in a 403(b) Employer Matched Tax-Sheltered Annuity Plan, as allowed under Minnesota Statute §356.24 as amended and as defined in District policy. Effective July 1, 2015, employees hired prior to July 1, 2015 will have a one-time option, to exercise at any time, to participate in the Employer Matching plan. They may not opt back to the Severance benefit and there will be no opportunity to receive back pay/matching contributions based on eligibility criteria. Employees may still be in the Severance plan and participate in a 403 (b) plan according to District policy, but that participation then would not include employer matching contributions.

Employer matching contributions shall be directed to insurance companies approved by the Minnesota State Board of Investment and that are included in the District's list of approved vendors. The plan shall comply with I.R.S. Code, 26 U.S.C. Sec. 403(b).

Subd. 1. Qualification for Benefits: Part-time secretaries working half-time (.50) or more may participate on a pro-rata basis in the plan. Retired secretaries who have been rehired by the school district are not eligible for employer

contributions.

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

Subd. 3. Match: Effective July 1, 2015, the yearly matching amounts paid by the District shall be limited to a maximum amount as follows:

2024-2026

| <u>YEARS</u> | <u>MAXIMUM ANNUAL MATCH</u> |
|--------------|-----------------------------|
| 0 – 3        | No match                    |
| 4 – 6        | \$900                       |
| 7 – 10       | \$1,400                     |
| 11 – 15      | \$1,900                     |
| 16+          | \$2,400                     |

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

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

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

#### **Section 4.**

Employees shall give at least two calendar week's written notice prior to the effective date of resignation and at least eight calendar week's written notice prior to the effective date of retirement. Retirees not complying with the above guidelines shall lose severance benefits unless the timeline is waived by School Board action.

### **ARTICLE XVI -- SENIORITY/VACANCIES**

#### **Section 1. Assignment and Seniority**

Assignment of secretarial personnel shall rest with the Superintendent and the School Board.

Subd. 1. Definitions. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement.

The seniority list as of July 1, 2017 will determine the order of seniority. Thereafter, new hires shall have their seniority determined in order with the following criteria:

- (a) First date of continuous employment as determined in the board hiring resolution. Substitute work does not apply.
- (b) If there is a tie in seniority after applying (a), the next criteria will be the date at which the school board hired a secretary.
- (c) If there is a tie in seniority after applying (b), the next criteria will be the date application was received by the district office.

Subd. 2. Seniority List: The superintendent shall maintain a separate seniority list for secretaries who are employed by the District and assigned to work at NLA. This seniority list will be referred to as the "NLA seniority list" and the other secretary seniority list will be referred to as the "regular seniority list." The seniority lists shall show the

names of all secretarial personnel, initial date of employment and seniority rank. Each employee will shall receive a copy of the seniority list by March 31.

- a) Any secretary who was initially hired by the District as a NLA staff member will have his/her seniority date listed exclusively on the NLA seniority list.
- b) Any secretary who was initially hired by the District as a NLA staff member, but later is employed by the District in a non-NLA position shall be listed on the regular secretary seniority list using the secretary's original date of hire with the District. Such a secretary will be removed from the NLA seniority list at the time the secretary is employed in the non-NLA position.

Subd. 3. Loss of Seniority: A secretarial employee will lose seniority for the following reasons only:

- a. Resignation.
- b. Involuntary Termination.
- c. Failure to return to work when recalled from layoff.

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

## **Section 2.**

In the event of a secretary layoff or reduction of 10 or more hours per week, secretary personnel shall be laid off by classification in inverse order of hire. An employee who is about to be laid off has the right to bump into an equal or lower paying classification and an equal or lower number of work hours, provided the employee is fully qualified to perform the duties of the classification into which they are bumping and have greater seniority than the employee being bumped. Part-time secretaries may only bump into part-time secretarial positions. An employee shall retain seniority and right to recall for a period of one (1) year. Recall shall be in inverse order of layoff. The School District shall issue written notice thirty (30) calendar days in advance of layoff.

NLA Stipulation:

- a) A secretary on the NLA seniority list shall not have the right to use seniority to claim or assert rights to a non-NLA position. This limitation applies to any recall from lay off as well.
- b) A secretary on the regular seniority list shall not have the right to use seniority to claim or assert rights to a NLA position. This limitation applies to any recall from lay off as well.

## **Section 3.**

Probationary and temporary employees shall precede regular bargaining unit employees in layoff. No new employees shall be hired until all employees on layoff status have been given the opportunity for recall in any classification for which they are qualified. The parties agree that this section shall be grievable to steps one (1) and two (2) only.

## **Section 4.**

If a vacancy is determined by the superintendent to be filled within the secretarial category, the School District shall post a notice of open position on the district's website and send it to unit members via email. Employees within the secretarial unit who have completed their initial twelve (12) month probation period shall be given five (5) working days to apply for said position. When filling vacancies, first consideration shall be given to present employees. When

candidates' qualifications are equal, seniority shall be used to determine who is awarded the position. If it becomes necessary to bypass present employees when filling vacancies, reasons for said denial shall be given in writing for such employees with a copy to the union.

If an internal candidate is unable to perform the duties of the new position in a satisfactory manner as determined by their immediate supervisor within two (2) weeks – (10 working days) on the new job, the individual shall be reassigned to their previously held position. Individuals filling that position would also be reassigned to their previously held positions if within the secretarial bargaining unit. The parties agree that this paragraph shall be grievable to steps one (1) and two (2) only.

In the event the vacancy or newly created position is not filled from within the secretarial unit, the position may be filled from the outside and seniority shall not be a consideration.

NLA Stipulation:

- a) A secretary on the NLA seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Cloquet Public Schools.
- b) A secretary on the regular seniority list shall not have the right to be considered for first consideration of a vacant position under Article XVI, Sect 4, for positions within Northern Lights Academy (NLA).

## **ARTICLE XVII -- DISCIPLINE AND TERMINATION**

### **Section 1.**

Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action may be progressive and follow the steps listed below:

- 1. Oral warning
- 2. Written warning
- 3. Suspension (paid or unpaid) and/or demotion
- 4. Discharge

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension or discharge.

### **Section 2.**

The School District shall not question the employee during an investigation if they know it may lead to disciplinary action unless the employee has been given the opportunity to have a representative of the exclusive representative present at such questioning.

### **Section 3.**

A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel office record and shall be entitled to provide a written response to those entries which shall be placed with the entry in the employee's record.

## **ARTICLE XVIII -- GENERAL PROVISIONS**

### **Section 1. Non-Discrimination Clause**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law or on the basis of membership or non-membership in the exclusive bargaining unit. The exclusive representative shall share equally with the School District the responsibility for applying this provision of the Agreement.

## **Section 2. Personnel Files**

All employees shall have the right to inspect their personnel file during working hours as provided for by statute.

## **Section 3. Job Descriptions**

The School District shall have available upon request written job descriptions, for review, outlining the duties and responsibilities of the job classifications.

## **Section 4. Tax-Deferred Annuities**

An employee may have his/her contract amended to reduce his/her salary for the purpose of the purchase of a non-forfeitable tax-deferred annuity by the School District for said employee.

Election by the employee to enter into an amendment of contract for this purpose must be made no later than the 1<sup>st</sup> or 15<sup>th</sup> of each month. Further details may be obtained from the office of the Business Manager.

# **ARTICLE XIX -- PUBLIC OBLIGATION**

## **Section 1.**

The parties mutually recognize that their first obligation is to the public, and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

## **Section 2.**

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the Union nor any individual employee shall engage in any strike. For the purposes of this Section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedures but is enforceable in the courts.

# **ARTICLE XX -- DURATION OF CONTRACT**

## **Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 – June 30, 2026, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration date of this Agreement.

## **Section 2. Effect**

This Agreement constitutes the full and complete understanding between the School District and the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

## **Section 3. Finality**

Any matters relating to terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement, except by mutual consent of the parties.

#### **Section 4. Pursuant to Law**

Pursuant to MN. Statute 179A.20, Subd. 2, no provision of this Agreement shall be contrary to law. In the event that a law changes and the language subsequently is contrary, it shall be null and void. Should the law change and language is not specifically required by law but is not contrary to law, then the language shall become negotiable during the next negotiation period unless the language becomes an exclusive management right.

#### **Section 5. 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 this Agreement or the application of any provision thereof.

### **Secretarial Union Seniority List**

**As of July 1, 2024**

| -                       | -            | Years        | -                                             | -                  | -            |
|-------------------------|--------------|--------------|-----------------------------------------------|--------------------|--------------|
| -                       | Start Date   | of Service   | -                                             | -                  | Step as of   |
| Name                    | As Secretary | July 1, 2024 | Position                                      | Building           | July 1, 2024 |
| Cloquet School District |              | -            | -                                             | -                  | -            |
| Borden, Mary            | 4/26/05      | 19           | Head Secretary                                | Churchill          | 10+          |
| Sinisalo, Elizabeth     | 10/12/09     | 15           | Secretary/Receptionist<br>(Sp-Ed Due Process) | Middle School      | 10+          |
| Neumann, Lisa           | 5/18/15      | 9            | Head Secretary -<br>Community Ed              | Community Ed       | 10           |
| Warbalow, Tisha         | 6/27/16      | 8            | Head Secretary (Admin Asst)                   | NLSEC              | 9            |
| Rasmussen, Brenda       | 7/31/17      | 7            | Financial Secretary                           | Central Office     | 8            |
| Loons, Jessica          | 8/14/17      | 7            | Secretary/Receptionist                        | Central Office     | 8            |
| Houck, Valerie          | 8/22/18      | 6            | Guidance Office<br>Secretary                  | Senior High School | 7            |
| Tyman, Misty            | 9/17/18      | 6            | Head Secretary                                | CAAEP              | 7            |
| Sandman, Nicole         | 5/1/19       | 5            | Head Secretary                                | Senior High School | 7-Frozen     |
| Doty, Lindsey           | 8/27/19      | 5            | Secretary/Receptionist<br>(Food Service)      | Senior High School | 6            |
| Fast, Tara              | 8/15/20      | 4            | Secretary/Receptionist                        | Washington         | 7-Frozen     |
| Olson, Kate             | 8/16/20      | 4            | Financial Secretary                           | Central Office     | 5            |
| Denzer, Kayla           | 10/12/20     | 4            | Secretary/Receptionist                        | Middle School      | 7-Frozen     |
| Cotner, Kayla           | 6/25/2021    | 3            | Secretary/Receptionist<br>(Early Childhood)   | Community Ed       | 4            |
| Petersen, Kristie       | 8/9/2021     | 3            | Head Secretary                                | Middle School      | 7            |
| Hanson, Willa           | 8/9/2021     | 3            | Guidance Office Secretary                     | Middle School      | 4            |
| Jones, Angela           | 8/10/2021    | 3            | Financial Secretary                           | Senior High School | 4            |

|                    |            |   |                        |                    |          |
|--------------------|------------|---|------------------------|--------------------|----------|
| Anthony, Barbara   | 10/4/2021  | 3 | Head Secretary         | Washington         | 7-Frozen |
| Eugenis, Stephanie | 10/18/2021 | 3 | Secretary/Receptionist | Senior High School | 10       |
| Schmitz, Melissa   | 12/06/2021 | 3 | Secretary/Receptionist | Churchill          | 7-Frozen |
| NLA                |            |   |                        |                    |          |
| Bergren, Raeanne   | 6/28/2021  | 3 | Head Secretary         | NLA                | 4        |

10 + — = 15 to 19 years of service

10 ++ — = 20 to 29 years of service

10 +++ — = 30+ years of service

## Secretarial Union Seniority List

As of July 1, 2026

| -                              | -                 | <u>Years</u>      | -                                               | -                  | -                 |
|--------------------------------|-------------------|-------------------|-------------------------------------------------|--------------------|-------------------|
| -                              | <u>Start Date</u> | <u>of Service</u> | -                                               | -                  | <u>Step as of</u> |
| Name                           | As Secretary      | July 1, 2026      | Position                                        | Building           | July 1, 2026      |
| <u>Cloquet School District</u> |                   |                   |                                                 |                    |                   |
| Sinisalo, Elizabeth            | 10/12/09          | 17                | Secretary/Receptionist<br>(Sp Ed Due Process)   | Middle School      | 10+               |
| Neumann, Lisa                  | 5/18/15           | 11                | Head Secretary -<br>Community Ed                | Community Ed       | 10                |
| Warbalow, Tisha                | 6/27/16           | 10                | Head Secretary (Admin Asst)                     | NLSEC              | 10                |
| Rasmussen, Brenda              | 7/31/17           | 9                 | Financial SecretaryHR and Finance<br>Generalist | Central Office     | 10                |
| Loons, Jessica                 | 8/14/17           | 9                 | Secretary/Receptionist                          | Central Office     | 10                |
| Houck, Valerie                 | 8/22/18           | 8                 | Guidance Office<br>Secretary                    | Senior High School | 9                 |
| Tyman, Misty                   | 9/17/18           | 8                 | Head Secretary                                  | Churchill          | 10                |
| Sandman, Nicole                | 5/1/19            | 7                 | Head Secretary                                  | Senior High School | 8                 |
| Doty, Lindsey                  | 8/27/19           | 7                 | Secretary/Receptionist<br>(Food Service)        | Senior High School | 8                 |
| Fast, Tara                     | 8/15/20           | 6                 | Secretary/Receptionist                          | Washington         | 7                 |
| Olson, Kate                    | 8/16/20           | 6                 | Financial SecretaryHR and Finance<br>Generalist | Central Office     | 7                 |
| Denzer, Kayla                  | 10/12/20          | 6                 | Secretary/Receptionist                          | Middle School      | 7                 |
| Cotner, Kayla                  | 6/25/2021         | 5                 | Secretary/Receptionist<br>(Early Childhood)     | Community Ed       | 6                 |
| Petersen, Kristie              | 8/9/2021          | 5                 | Head Secretary                                  | Middle School      | 9                 |
| Hanson, Willa                  | 8/9/2021          | 5                 | Guidance Office Secretary                       | Middle School      | 6                 |
| Jones, Angela                  | 8/10/2021         | 5                 | Financial Secretary                             | Senior High School | 6                 |
| Anthony, Barbara               | 10/4/2021         | 5                 | Head Secretary                                  | Washington         | 7 Frozen          |
| Eugenis, Stephanie             | 10/18/2021        | 5                 | Secretary/Receptionist                          | Senior High School | 10                |
| Jerde, Allison                 | 8/12/25           | 1                 | Head Secretary                                  | CAAEP              | 2                 |
| Carlson, Krystina              | 8/11/26           | 0                 | Secretary/Receptionist                          | Churchill          | 5 Frozen          |
| NLA                            |                   |                   |                                                 |                    |                   |

|                  |           |   |                |     |   |
|------------------|-----------|---|----------------|-----|---|
| Bergren, Raeanne | 6/28/2021 | 5 | Head Secretary | NLA | 6 |
|------------------|-----------|---|----------------|-----|---|

10 + = 15 to 19 years of service

10 ++ = 20 to 29 years of service

10 +++ = 30+ years of service

The secretarial categories shall be as follows for the July 1, 20264 – June 30, 20286 school years:

- Head Secretary
- Finance Generalist
- Financial Secretary
- Head Secretary – Community Ed
- Guidance Office Secretary
- Secretary/Receptionist

The entire salary schedule shall be increased by the following percentages:

- 20264-20275 – 2.5%
- 20275-20286 – 2.53% or “Me-too” same increase as put on the teachers’ salary schedule for 20275-20286, if higher.

#### SALARY SCHEDULES SHALL BE AS FOLLOWS:

#### CLOQUET ISD #94 SECRETARIAL SALARY SCHEDULE

|                      |               |               |               |               |               |               |               |               |               |                |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| -                    | 2.50%         |               | -             |               |               |               |               |               |               |                |
| <b>2024-25</b>       | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
| -                    | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.        |
| Head Secretary       | \$22.92       | \$23.46       | \$23.99       | \$24.56       | \$25.11       | \$25.64       | \$26.20       | \$26.74       | \$27.29       | \$27.83        |
| Financial Secretary  | \$21.74       | \$22.29       | \$22.87       | \$23.40       | \$23.95       | \$24.52       | \$25.05       | \$25.59       | \$26.14       | \$26.69        |
| Head Sec—Comm. Ed    | \$19.68       | \$20.23       | \$20.77       | \$21.33       | \$21.88       | \$22.46       | \$22.98       | \$23.54       | \$24.10       | \$24.63        |
| Guidance Office Sec. | \$19.68       | \$20.23       | \$20.77       | \$21.33       | \$21.88       | \$22.46       | \$22.98       | \$23.54       | \$23.07       | \$24.63        |
| Sec/Receptionist     | \$19.32       | \$19.86       | \$20.42       | \$20.95       | \$21.50       | \$22.06       | \$22.60       | \$23.17       | \$23.71       | \$24.26        |

|                      |                                    |               |               |               |               |               |               |               |               |                |
|----------------------|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| -                    | 3.00% or Me Too if EM-C is higher* |               |               |               |               |               |               |               |               |                |
| <b>2025-26</b>       | <b>Step 1</b>                      | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
| -                    | Per Hr.                            | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.       | Per Hr.        |
| Head Secretary       | \$23.61                            | \$24.17       | \$24.70       | \$25.30       | \$25.87       | \$26.40       | \$26.98       | \$27.54       | \$28.10       | \$28.66        |
| Financial Secretary  | \$22.39                            | \$22.96       | \$23.55       | \$24.10       | \$24.67       | \$25.25       | \$25.80       | \$26.36       | \$26.92       | \$27.49        |
| Head Sec—Comm. Ed    | \$20.27                            | \$20.84       | \$21.39       | \$21.97       | \$22.54       | \$23.13       | \$23.67       | \$24.25       | \$24.82       | \$25.37        |
| Guidance Office Sec. | \$20.27                            | \$20.84       | \$21.39       | \$21.97       | \$22.54       | \$23.13       | \$23.67       | \$24.25       | \$23.76       | \$25.37        |
| Sec/Receptionist     | \$19.90                            | \$20.46       | \$21.03       | \$21.58       | \$22.15       | \$22.72       | \$23.28       | \$23.86       | \$24.42       | \$24.99        |

|                |               |               |               |               |               |               |               |               |               |                |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| -              | 2.50%         |               | -             |               |               |               |               |               |               |                |
| <b>2026-27</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |

| -                         | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> |
|---------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Head Secretary            | <u>\$24.20</u> | <u>\$24.77</u> | <u>\$25.32</u> | <u>\$25.93</u> | <u>\$26.51</u> | <u>\$27.06</u> | <u>\$27.66</u> | <u>\$28.23</u> | <u>\$28.81</u> | <u>\$29.38</u> |
| HR and Finance Generalist | <u>\$24.20</u> | <u>\$24.77</u> | <u>\$25.32</u> | <u>\$25.93</u> | <u>\$26.51</u> | <u>\$27.06</u> | <u>\$27.66</u> | <u>\$28.23</u> | <u>\$28.81</u> | <u>\$29.38</u> |
| Financial Secretary       | <u>\$22.95</u> | <u>\$23.54</u> | <u>\$24.14</u> | <u>\$24.71</u> | <u>\$25.29</u> | <u>\$25.88</u> | <u>\$26.45</u> | <u>\$27.02</u> | <u>\$27.59</u> | <u>\$28.18</u> |
| Head Sec – Comm. Ed       | <u>\$20.78</u> | <u>\$21.36</u> | <u>\$21.92</u> | <u>\$22.52</u> | <u>\$23.10</u> | <u>\$23.71</u> | <u>\$24.26</u> | <u>\$24.86</u> | <u>\$25.44</u> | <u>\$26.00</u> |
| Guidance Office Sec.      | <u>\$20.78</u> | <u>\$21.36</u> | <u>\$21.92</u> | <u>\$22.52</u> | <u>\$23.10</u> | <u>\$23.71</u> | <u>\$24.26</u> | <u>\$24.86</u> | <u>\$25.44</u> | <u>\$26.00</u> |
| Sec/Receptionist          | <u>\$20.78</u> | <u>\$21.36</u> | <u>\$21.92</u> | <u>\$22.52</u> | <u>\$23.10</u> | <u>\$23.71</u> | <u>\$24.26</u> | <u>\$24.86</u> | <u>\$25.44</u> | <u>\$26.00</u> |

| -                         | <u>2.5% or Me-Too if EM-C is higher*</u> |                |                |                |                |                |                |                |                |                |
|---------------------------|------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <u>2027-28</u>            | <u>Step 1</u>                            | <u>Step 2</u>  | <u>Step 3</u>  | <u>Step 4</u>  | <u>Step 5</u>  | <u>Step 6</u>  | <u>Step 7</u>  | <u>Step 8</u>  | <u>Step 9</u>  | <u>Step 10</u> |
| -                         | <u>Per Hr.</u>                           | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> | <u>Per Hr.</u> |
| Head Secretary            | <u>\$24.80</u>                           | <u>\$25.39</u> | <u>\$25.96</u> | <u>\$26.58</u> | <u>\$27.18</u> | <u>\$27.74</u> | <u>\$28.35</u> | <u>\$28.94</u> | <u>\$29.53</u> | <u>\$30.11</u> |
| HR and Finance Generalist | <u>\$24.80</u>                           | <u>\$25.39</u> | <u>\$25.96</u> | <u>\$26.58</u> | <u>\$27.18</u> | <u>\$27.74</u> | <u>\$28.35</u> | <u>\$28.94</u> | <u>\$29.53</u> | <u>\$30.11</u> |
| Financial Secretary       | <u>\$23.53</u>                           | <u>\$24.13</u> | <u>\$24.75</u> | <u>\$25.32</u> | <u>\$25.92</u> | <u>\$26.53</u> | <u>\$27.11</u> | <u>\$27.70</u> | <u>\$28.28</u> | <u>\$28.88</u> |
| Head Sec – Comm. Ed       | <u>\$21.30</u>                           | <u>\$21.90</u> | <u>\$22.47</u> | <u>\$23.08</u> | <u>\$23.68</u> | <u>\$24.30</u> | <u>\$24.87</u> | <u>\$25.48</u> | <u>\$26.08</u> | <u>\$26.65</u> |
| Guidance Office Sec.      | <u>\$21.30</u>                           | <u>\$21.90</u> | <u>\$22.47</u> | <u>\$23.08</u> | <u>\$23.68</u> | <u>\$24.30</u> | <u>\$24.87</u> | <u>\$25.48</u> | <u>\$26.08</u> | <u>\$26.65</u> |
| Sec/Receptionist          | <u>\$21.30</u>                           | <u>\$21.90</u> | <u>\$22.47</u> | <u>\$23.08</u> | <u>\$23.68</u> | <u>\$24.30</u> | <u>\$24.87</u> | <u>\$25.48</u> | <u>\$26.08</u> | <u>\$26.65</u> |

1) Longevity Pay:

- **July 1, 202~~64~~ – June 30, 202~~86~~**  
10-14 Years (\$1~~40~~35/mo.); 15-19 Years (\$1~~70~~65/mo.); and 20+ Years (\$19~~50~~00/mo.).

Longevity pay will begin on year ten (10) of the secretary's actual month of hire with the school district and be paid based on that hire date.

2) Each step equals one (1) year of experience.

3) In the event that a building is without nursing coverage and no appropriate substitutes are available, one building secretary may be compensated an extra \$30 per day if they, at the principal's direction, are required to cover the nursing duties for 4 hours or more. The unit also acknowledges that nursing duties are part of their job duties

4) Compensation for Work Outside of Job Classification:

- Additional Compensation: Secretaries shall receive an additional payment of \$30 per day for each day in which they are directed by the principal to perform, bussing, lunchroom, Playground or supervising a classroom duty.
- Definition of Work Outside of Job Classification: For the purposes of this provision, "work outside of job classification" refers to covering bussing/lunchroom/playground duty and/or supervising classrooms without appropriate coverage with the advanced approval of the principal. Minimum time required to perform the duties and receive the additional compensation is one half hour.
- Notification: Secretaries shall be provided with reasonable advance notice whenever possible regarding

the requirement to perform work outside of their job classification.

- ~~2) In the event that a building is without nursing coverage and no appropriate substitutes are available, one building secretary may be compensated an extra \$30 per day if they, at the principal's direction, are required to cover the nursing duties for 4 hours or more. The unit also acknowledges that nursing duties are part of their job duties~~

## APPENDIX A

### ISD #94 202~~64~~ Insurance Plan Year Effective September 1, 202~~64~~ (Based on a 1.0 FTE Calculation)

| INSURANCE INFORMATION - NEW HIRES                                                                                                                                                                                                                                                                                                                                                                           |          |           |           |                                |                   |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|--------------------------------|-------------------|--------------------------------------------|
| 2024-2025                                                                                                                                                                                                                                                                                                                                                                                                   | Annual   | District  | Employee  | District Paid                  | Annual Deductible | Annual                                     |
| Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                                            | Premium  | Pays/Year | Pays/Year | HRA/HSA                        |                   | Out of Pocket Max                          |
| 500 Single                                                                                                                                                                                                                                                                                                                                                                                                  | \$11,650 | \$10,920  | \$730     | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| 1,000 Family                                                                                                                                                                                                                                                                                                                                                                                                | \$32,448 | \$19,493  | \$13,172  |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |          |           |           |                                |                   |                                            |
| HDHP 1,600 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$10,548 | \$10,038  | \$510     | \$1,200                        | \$1,600           | \$1,600                                    |
| HDHP 3,200 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$29,378 | \$18,402  | \$10,408  |                                | \$3,200           | \$3,200                                    |
| \$1,600/\$3,200 HDHP Plans - This deductible is \$1,600 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,200. Note, individuals on the family plan could account for more than \$1,600 until the family \$3,200 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |          |           |           |                                |                   |                                            |
| HDHP 3,500 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$9,179  | \$8,943   | \$236     | \$2,100                        | \$3,500           | \$3,500                                    |
| HDHP 7,000 Family                                                                                                                                                                                                                                                                                                                                                                                           | \$25,567 | \$17,609  | \$7,406   |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |          |           |           |                                |                   |                                            |
| HDHP 5,000 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$8,393  | \$8,314   | \$79      | \$3,000                        | \$5,000           | \$5,000                                    |
| HDHP 10,000 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$23,376 | \$17,694  | \$4,699   |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |          |           |           |                                |                   |                                            |
| HDHP 6,750 Single                                                                                                                                                                                                                                                                                                                                                                                           | \$7,649  | \$0       | \$7,649   |                                | \$6,750           | \$6,750                                    |
| HDHP 13,500 Family                                                                                                                                                                                                                                                                                                                                                                                          | \$21,306 | \$0       | \$21,306  |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |          |           |           |                                |                   |                                            |

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

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

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

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

## INSURANCE INFORMATION - NEW HIRES

| 2026-2027<br>Health Ins Costs                                                                                                                                                                                                                                                                                                                                                                               | Annual<br>Premium | District<br>Pays/Year | Employee<br>Pays/Year | District Paid<br>HRA/HSA       | Annual Deductible | Annual<br>Out of Pocket Max                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-----------------------|--------------------------------|-------------------|--------------------------------------------|
| <b>500 Single</b>                                                                                                                                                                                                                                                                                                                                                                                           | \$15,116          | \$13,693              | \$1,423               | \$500*<br>(Only HRA Available) | \$500             | \$1,000                                    |
| <b>1,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                         | \$42,103          | \$24,212              | \$17,891              |                                | \$1,000           | \$1,000 per person/<br>\$2,000 per Family  |
| \$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.                                                                                                                                                                                              |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 1,700 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$13,552          | \$12,442              | \$1,110               | \$1,200                        | \$1,650           | \$1,650                                    |
| <b>HDHP 3,400 Family</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$37,747          | \$22,871              | \$14,877              |                                | \$3,500           | \$3,500                                    |
| \$1,700/\$3,400 HDHP Plans - This deductible is \$1,700 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$3,400. Note, individuals on the family plan could account for more than \$1,700 until the family \$3,400 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.          |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 3,500 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$11,911          | \$11,129              | \$782                 | \$2,100                        | \$3,500           | \$3,500                                    |
| <b>HDHP 7,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$33,175          | \$21,689              | \$11,486              |                                | \$7,000           | \$3,500 per person/<br>\$7,000 per Family  |
| \$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.    |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 5,000 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$10,890          | \$10,312              | \$578                 | \$3,000                        | \$5,000           | \$5,000                                    |
| <b>HDHP 10,000 Family</b>                                                                                                                                                                                                                                                                                                                                                                                   | \$30,333          | \$21,664              | \$8,669               |                                | \$10,000          | \$5,000 per person/<br>\$10,000 per Family |
| \$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |
| <b>HDHP 6,750 Single</b>                                                                                                                                                                                                                                                                                                                                                                                    | \$9,926           | \$0                   | \$9,926               |                                | \$6,750           | \$6,750                                    |
| <b>HDHP 13,500 Family</b>                                                                                                                                                                                                                                                                                                                                                                                   | \$27,646          | \$0                   | \$27,646              |                                | \$13,500          | \$6,750 per person/<br>\$13,500 per Family |
| \$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%. |                   |                       |                       |                                |                   |                                            |

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

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

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

|                      | Benefit Year Start Date |  |
|----------------------|-------------------------|--|
| \$500/\$1000 Plans   | September 1st           |  |
| \$1700/\$3400 Plans  | September 1st           |  |
| \$3500/\$7000 Plans  | September 1st           |  |
| \$5000/\$10000 Plans | September 1st           |  |
| \$6750/\$13500 Plans | September 1st           |  |

**Memorandum of Understanding (MOU) Between Cloquet School District ISD 94 and NorthStar Community Services for Day Treatment and CTSS Services at Cloquet Middle School, Cloquet High School and CAAEP**

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**1. Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between:

- **Cloquet School District ISD 94**, located at 302 14th Street, Cloquet, MN 55720 (hereinafter "District"); and
  - **NorthStar Community Services**, located at 1804 Cloquet Avenue, Cloquet, MN 55720 (hereinafter "NorthStar").
- 

**2. Purpose:** The purpose of this MOU is to establish a cooperative working agreement between the District and NorthStar to provide **Children's Therapeutic Services and Supports (CTSS)** and **School-Based Day Treatment Services** within **ISD 94** during the 2026–2027 school year.

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**3. Program Overview:** NorthStar will deliver mental health services that align with Minnesota Department of Human Services CTSS certification standards, including:

- Individual, group, and family skills training
- Psychotherapy services
- Diagnostic assessments
- Treatment planning
- Crisis intervention
- Day Treatment services
- Coordination with school staff and family systems
- Participation in student support teams and IEP/504 meetings as appropriate

**3a. Referral Process:** All referrals to the Day Treatment and CTSS program will be made through the collaboration of a **multi-disciplinary team** to ensure that students with the most significant needs and barriers to accessing mental health services are appropriately identified and supported.

This team will include, but is not limited to:

- School Social Worker
- School Counselors
- School Psychologist
- Special Education Case Managers
- School Administration
- Carlton County Family School Support Worker/Children's Mental Health Case Managers
- NorthStar CTSS Practitioners
- NorthStar Psychotherapist(s)

This collaborative approach ensures that referrals are thoughtfully reviewed, prioritized based on student need, and aligned with the goals of integrated school-based mental health services.

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#### 4. Scope of Services: NorthStar will provide:

- Qualified mental health professionals and practitioners
  - School-based Day Treatment programming integrated into the school day
  - Summer Programming
  - CTSS services, including group skills sessions and individual therapy
  - Collaboration with school staff and families
  - Attendance at school-based team meetings
  - Crisis response services as needed
  - Referrals to outside providers or wraparound services, if appropriate
- 

#### 5. Facility Use: The District agrees to:

- Provide appropriate, confidential space for individual therapy, group sessions, staff collaboration, and documentation
- Allow access to school facilities during school hours and, when necessary, for after-school programming
- Allow access to school facilities during **summer months** to support the delivery of **summer programming** provided by NorthStar Community Services
- Provide NorthStar staff access to relevant technology and systems, including:
  - **Infinite Campus** for monitoring attendance, grades, and student information
  - **Schoology** for reviewing assignments, academic progress, and teacher communication
  - **District internet access** to support electronic health record use, communication, and clinical documentation
- Collaborate with NorthStar staff to ensure they are included in relevant communications regarding student performance and school activities, when appropriate and permitted by data privacy standards

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**6. Data Privacy:** Both parties will comply with the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and HIPAA regulations. No educational data may be released by NorthStar to a third party without prior written authorization by the District or parent/guardian.

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**7. Billing and Payment:** NorthStar will bill eligible services directly to third-party payers (e.g., Medical Assistance, commercial insurance, School-Linked Mental Health Grant). The District will not be responsible for service costs unless otherwise agreed upon in writing. Any district-requested services not covered by insurance will be pre-approved and billed according to a mutually agreed-upon rate.

---

**8. Supervision and Staffing:** NorthStar will ensure all staff meet DHS and licensing requirements and provide documentation as needed. NorthStar will provide supervision for all CTSS practitioners, ensure background checks are complete, and maintain staff training records.

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**9. Term and Termination:** This MOU will commence on **August 10, 2026**, and remain in effect through **August 10, 2027**, unless terminated earlier by either party with 30 days' written notice.

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**10. Indemnification and Insurance:** Each party shall be responsible for its own acts and omissions and shall maintain liability insurance in accordance with Minnesota Statutes Section 466.

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**11. Non-Discrimination:** Neither party will discriminate in the delivery of services or employment practices on the basis of race, color, national origin, disability, religion, gender, age, sexual orientation, and/or other protected categories.

---

**12. Collaboration and Communication:** It is understood that **NorthStar Community Services** and **Cloquet School District ISD 94** staff must work collaboratively as a unified team to effectively meet the needs of students served through this partnership. Both parties agree to maintain ongoing communication, share relevant information (in compliance with applicable privacy laws), and proactively address any concerns, challenges, or barriers that may impact the

overall success of the program. Open, respectful dialogue is expected to ensure responsive support for students and continuous program improvement.

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### **13. Contact Persons:**

#### **District Contact:**

Dr. Michael Cary, Superintendent  
ISD 94, 302 14th Street, Cloquet, MN 55720  
Phone: (218) 879-6721  
Email: [mcary@isd94.org](mailto:mcary@isd94.org)

#### **NorthStar Community Services Contacts:**

##### **Heather Wright, CEO, MSW, LICSW**

1804 Cloquet Avenue, Cloquet, MN 55720  
Phone: (218) 879-2119  
Email: [heather@northstarcommunityservices.com](mailto:heather@northstarcommunityservices.com)

##### **Collette Lenarz, MSW, LGSW CTSS Clinical Trainee**

Phone: (218) 249-1212  
Email: [collette@northstarcommunityservices.com](mailto:collette@northstarcommunityservices.com)

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### **14. Signatures**

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Dr. Michael Cary  
Superintendent, Cloquet ISD 94  
Date: \_\_\_\_\_

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Heather Wright, CEO, MSW, LICSW  
NorthStar Community Services  
Date: \_\_\_\_\_

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Chairperson, Cloquet School Board  
Date: \_\_\_\_\_

**Cloquet Public School District  
Out-of-Country Trip Application**

Instructor/Advisor's Name: **Cara Jago**

Trip's Destination(s): **Germany**

Grade Level(s) of Students Participating in the Trip: **Approx. 15 students grades 9-12**

Approximate Cost of the Trip per Participant: **\$3000**

**Instructor or advisor should complete the following request for information regarding the trip. Additional paper may be used or other documents included or attached if needed.**

1. List all sources of funds which will be used to finance this trip (fundraisers, personal funds of students, or the like):

**SEE ATTACHMENT**

2. Describe how and what communications will be given the parents/guardians, students, and chaperones concerning the trip's purpose, destination(s), itinerary (including dates), financial requirements and expectations, means of travel, supervision provided, behavioral expectations, and other important considerations:

**SEE ATTACHMENT**

3. Describe arrangements for lodging and meals:

**SEE ATTACHMENT**

4. Describe the purpose for the trip including objectives and learning activities:

**SEE ATTACHMENT**

5. Describe contingency plans for emergencies, inclement weather, and unacceptable student behavior. Student accountability will include all District rules and policies that are ordinarily applicable to all students in school and during school activities:

**SEE ATTACHMENT**

6. Describe supervision plan including names of instructors, chaperones, and other adults who will be responsible for the students:

**SEE ATTACHMENT**

7. Describe the trip's itinerary:

**SEE ATTACHMENT**

**Action regarding trip's approval status:**

The designated authority should sign this form and check the appropriate decision box.

| School District Official's Signature                                                                         | Approval<br>Granted                                                                   | Approval<br>Not Granted |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------|
| Principal's Signature<br> |  |                         |
| Superintendent's Signature                                                                                   |                                                                                       |                         |
| Signature of School Board Chair or Clerk                                                                     |                                                                                       |                         |

# GAPP Trip to Germany 2028

## History:

CHS has a long history with our partner school in Villingen, Germany (since 1996). We are members of the GAPP program, which is sponsored by German and US governments in an effort to maintain strong international ties.

## 1. Funds

**Estimated Cost:** \$3000/student (\$2600/chaperone: cost will be absorbed by enrolled travelers). Unused funds will be returned to the families at the conclusion of the trip, once all outstanding balances have been paid.

*Families will be expected to cover the cost of transportation, including their share in a bus to take us to MSP when we depart and arrive. Fundraising may occur on an individual or group level.*

**Funds:** Families will have the option of participating in group fundraisers or paying out-of-pocket. GAPP offers grants and scholarships based on need; at least 7 Cloquet students have received national scholarships in the past.

**Payment Schedule:** Families will be required to pay a \$100 deposit with their application. We will then have due dates in \$500 increments for the remaining balance, with the final payment due approx. 1 month prior to departure. Cara Jago acts as a travel agent for this trip and will either collect payments from families and submit to Angela Jones into the GAPP account, or investigate the possibility of opening an LLC to ease the payment process (many GAPP coordinators throughout the country go this route).

## 2. Communication

**Informational Meetings:** Cara Jago plans to hold 3-4 parent meetings to cover the details of the trip. In addition, we will hold meetings before school for student travelers. We will cover information about travel (TSA guidelines, etc.) as well as historical and cultural information about Germany. GAPP provides resources for coordinators, students, and parents; we will use these materials and to expand upon them in order to ensure a safe and happy journey.

**Contact:** We will utilize apps such as Remind and WhatsApp to share information before, during, and after travel.

## 3. Lodging and Meals

**Home Stays:** Students will be housed with families in Germany. The families will cover meals and lodging for our time in Villingen.

**Excursions:** We will also add excursions as a group to see local sights; in this case, we will eat at local restaurants and stay in hotels or youth hostels. Cara Jago will book some activities based on value to the student (experiential, cultural, and financial); our German GAPP partners will take care of some of the booking based out of our host city.

## 4. Purpose

### Objectives:

- Students will gain first-hand experience with German culture and language
- Students will learn how to conduct oneself in an unfamiliar location with unfamiliar customs
- Students will observe and participate in family dynamics with a host family
- Students will learn about educational issues from a German perspective, including: environmental issues, political issues (i.e. refugee situation), and school-system issues
- Students will learn to speak German with native Germans in various scenarios
- Students will become ambassadors for the US and specifically for ISD 94
- Students will bring a wealth of first-hand experience back to the classroom to share at CHS

### Learning activities to be experienced and exercised during the trip:

- Attendance for at least 10 days of school/educational excursions
- Local natural and historical excursions into the Black Forest and beyond
- German language practice in shopping, restaurant, school, and family scenarios
- Building a global perspective via friendships from another culture

## 5. Contingency Plans

**Plans for emergencies and unacceptable behavior:** Students will be required to enroll in German insurance ahead of time, organized by Cara Jago. We will talk about the medical procedures in Germany.

**Plans for inclement weather:** Chaperones will watch weather forecasts and adjust activities as needed based on the potential for severe weather. Since this trip places students with host families for the vast majority of time, weather is unlikely to impact plans on a regular basis.

**Behavioral expectations:** Participants- Students will demonstrate responsible, respectful behavior towards themselves, their peers, chaperones, and their hosts throughout the duration of the trip. Participants will be expected to obey all German laws while abroad. Students will sign and have notarized a behavior contract prior to the trip. **If they breach the contract, their actions will result in appropriate discipline, including the potential for being sent home early at the family's expense.**

## 6. Supervision & Behavior

### Chaperones:

Cara Jago (German Teacher- CHS)  
2nd Chaperone TBD

**Home Stays:** Students will generally be supervised by the families in their home stay arrangements. Families from CHS will have contact with their German hosts early and regularly prior to the trip to build relationships and familiarize each other with expectations.

**Chaperones:** Chaperones will be available to students at all times, day and night. Chaperones will be at school to meet and confer with students. Chaperones will be responsible for checking in with the students and discussing matters such as student comfort level and behavioral expectations as needed. They will be present in the area that the students reside in, but will <sup>not</sup> provide direct supervision except for during group activities or unless warranted.

## 7. Itinerary

**Tentative Dates:** Mid-June through early July, 2028

**Location:** Villingen-Schwenningen, Germany

**Travelers:** Approx. 15 CHS students, grades 9-12

Rough Draft:

June 14: Depart for Germany

June 15: Land in Germany

June 15-18: Explore area in Germany together as CHS group

June 18: Arrive in host families in Villingen

June 18-July 7: Students will be in host families in the evenings and on weekends. Additionally we will schedule activities and excursions as a group, such as:

- At least 5 days in school with partners
- Tour of Villingen
- Excursion to village in Black Forest
- Excursion to Austria (overnight)
- Tour of a business with ties to the US, such as Ritter Sport (chocolate)
- Excursion to Freiburg and Europa Park (an amusement park), with possible overnight
- Explore historical sites, such as a castle and/or concentration camp

**Cloquet Public School District**  
**Release and Agreement to Hold Harmless and Indemnify**  
**(For out-of-state or out-of-country field trip or excursions)**

The Cloquet School District #0094 (herein after referred to as the District) requires, in District Policy #610 regarding student field trips and trips out of the country, the following:

*"In addition, approval of educational trips to foreign countries is contingent upon demonstrated relevance to curricular objectives, a showing of adequate adult supervision (as determined by the Superintendent), written parental consent and release for the student's participation on a form supplied by the District, and the country or countries being visited not on the U.S. Department of State Travel Warning or Public Announcement list."*

Completion of this form is required of all out-of-state/country participants for all field trips and/or excursions. This form must be completed by the participant's legal guardian or parent.

**RELEASE**

I, the undersigned, hereby release and discharge the Cloquet Public School District (including the Governing Board members, officers, employees, and agents, herein collectively referred to as the "District") from all liability, as defined herein, arising out of, or in connection with my son's/daughter's/ward's (hereinafter referred to as "child") participation in the travel-study field trip described in this release. For the purpose of this agreement, liability means all claims, demands, losses, causes of action, suits or judgments of any and every kind that I, my child, or our heirs, executors, administrators or assignees may have against the District, or that any other person or entity may have against the District, because of any death, personal injury or illness, or because of any loss or damage to property that occurs during the above described travel-study field trip or excursion, and that results from any cause other than negligence of the District.

**INDEMNIFICATION**

I further agree to hold harmless, defend and indemnify the District from any and all liability, as defined above, resulting from, or in any manner arising out of any negligence on my child's part during the above described travel-study field trip or excursion, but not to the extent that such liability is due to the negligence of the District.

**RULES AND REQUIREMENTS**

I further agree to accept all the rules and requirements of the travel-study field trip or excursion, observe the program schedules, and to follow the instructions given by supervisory personnel and grant the right to terminate my child's participation in the program if it is determined that my child's conduct is detrimental to the best interests of the group, in which event return home shall be at our family's expense. Any violation of these rules and regulations may be cause for my child's suspension or expulsion from the District, subject to the application of appropriate District policies and due process procedures upon my child's return from the trip.

**RESPONSIBILITY**

I fully recognize and agree that the District cannot and will not be held responsible for my child's needs or well-being when not under the direct supervision of District supervisory personnel.

**MEDICAL CONSENT**

In the event of any medical emergency, I do \_\_\_\_ do not \_\_\_\_ give permission to District supervisory personnel on the trip to authorize any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the may be necessary for my child's safety and protection.

I have read the contents of this Release and Agreement to Hold Harmless and Indemnify form and understand its terms. I execute it voluntarily and with full knowledge of its significance.

Give location of travel-study tour: \_\_\_\_\_  
(City) (State or Country)

\_\_\_\_\_  
Please Print: (Participant's Last Name) (First Name) (Birth Date)

\_\_\_\_\_  
Please Print: (Name of Participant's Parent or Legal Guardian)

\_\_\_\_\_  
Signature of Participant's Parent or Legal Guardian Date

German-American Partnership Program  
**Declaration and Power of Guardianship**

German School

American School

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of student: \_\_\_\_\_

I hereby declare my compliance with procedures necessary to keep my son/daughter safe in the context of the German-American exchange which takes place from \_\_\_\_\_ (beginning date) to \_\_\_\_\_ (end date). I understand that the permissions granted through this document are only valid through the accompanying teacher(s) from the point of departure through the return flight, and with activities associated with the exchange.

My son/daughter may not participate in the following activities:

\_\_\_\_\_

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

**Notary:**

Subscribed and sworn before me in presence, this day \_\_\_\_\_ of \_\_\_\_\_

Notary Public in and for the \_\_\_\_\_  
County/State

My commission expires \_\_\_\_\_

## GAPP - Behavior Contract

My son / daughter \_\_\_\_\_  
has my permission to participate in the following trip to:

Gymnasium am Hoptbühl  
Stationenweg 2  
78048 Villingen-Schwenningen  
Germany

From: June/July 2028

This trip is school-sponsored and provides the usual supervision by the accompanying teacher and chaperone.

The undersigned understands and agrees with the RULES AND CONDUCT CODE as follows:

### Expected Behavior:

1. The student will attend school as specified by the teacher.
2. Mature, courteous, thoughtful behavior and conduct of highest quality is expected at all times.
3. The student is expected to obey all rules and safety precautions established by the teacher during the travel and group activities.
4. The student must report any absence from his/her host family for more than a day.
5. The student will NOT use or consume any alcoholic beverages, tobacco products, or any controlled substances during the trip.
6. Incidents of intoxication or use or possession of drugs or illegal narcotics will result in the participant's immediate return to the United States at the expense of his/her parents. In the case of arrest (for the above), the student becomes the total responsibility of his/her parents.
7. The student is not allowed to drive a car, motorcycle, moped, or other motorized vehicle in Germany, regardless of whether he/she has a license to do so in the United States.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

German American Partnership Program

2028

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age \_\_\_\_\_ Grade in School (2019-2020) \_\_\_\_\_

Parent Name: \_\_\_\_\_ Parent Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

email \_\_\_\_\_ email \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**In case of an emergency:**

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| Name | Phone Number | Relationship |
|------|--------------|--------------|
|------|--------------|--------------|

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| Name | Phone Number | Relationship |
|------|--------------|--------------|
|------|--------------|--------------|

Allergies: \_\_\_\_\_

Prescribed Medicines: \_\_\_\_\_

Special Considerations \_\_\_\_\_

Other Information:

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(all information is confidential)

## Indemnification

Cara Jago  
1000 18<sup>th</sup> Street  
Cloquet, MN 55720

Dear Cara Jago,

In consideration of your agreement to act as Chaperone for my child during the trip to Germany, I do hereby agree to hold you, your heirs, executors and administrators free from any and all liability, and do hereby for myself, my heirs, executors and administrators waive, release and forever discharge any and all rights and claims for damages which I or my child may have or which may hereafter accrue to me, or my child arising out of or in connection with you in your capacity as Chaperone or with your participation in any activities during the trip to Germany.

I shall indemnify you against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding or potential proceeding arising out of the acts whether negligent, or intentional of my child during the time which you are acting as Chaperone on the trip to Germany. I shall advance to you any defense expenses in any such proceeding.

I do hereby declare myself to be physically and mentally sound, and am capable of entering into this agreement.

---

Student Name

---

Parent Signature

---

Date

**PERMISSION FOR STUDENT'S PICTURE TO APPEAR ON THE GAPP EXCHANGE PROGRAM WEBSITE AND SOCIAL MEDIA**

While on the GAPP exchange in Germany, we will be periodically taking pictures and reporting on what is happening in Germany. We will upload this to our school and social media websites for the parents to keep up with what we are doing.

My son/daughter \_\_\_\_\_ has my permission to have his/her picture taken and displayed on the GAPP portion of the school's web site.

I hereby agree that my son's/daughter's picture and/or name may be shown on the school's web site.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Parent or Guardian

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Student

**Notary Public:**

Subscribed and sworn to before me in presence, this day \_\_\_\_\_ of \_\_\_\_\_

Notary Public in and for the \_\_\_\_\_  
County/State

My commission expires \_\_\_\_\_

## Release and Agreement

### I, the undersigned agree to the following understandings:

1. I agree to release Cloquet High School and Cara Jago and Daniel Jago, from, and not to hold such parties responsible for, any claims, demands, liabilities and causes of action arising out of, or connected to personal injury, illness, death or property damage resulting from any cause whatsoever. I agree to indemnify, defend and hold harmless the above named from any damage resulting from events over which they exercise no control, such as Acts of God, strikes or government restrictions. I further agree to indemnify, said parties from any claims, liabilities, cost restrictions. I further agree to indemnify, said parties from any claims, liabilities, cost or expenses arising out of personal injury or property damage that I either cause or contribute to while participating in the German American Partnership Program (GAPP) exchange between Cloquet High School and Gymnasium am Hoptbühl and from any financial obligations which I may incur of my own behalf.
2. The right is reserved to make changes to the exchange program for the safety, comfort, or convenience of members of the exchange group, whenever in the sole judgment of Cara Jago or Daniel Jago, such changes are deemed necessary. The right is further reserved to refuse to accept or retain any person as a member of this program either prior to departure or during the course of the exchange visit.
3. No responsibility is incurred by Cara Jago or Daniel Jago for loss of passport, airline or train tickets, or other documents, or damage to luggage or any personal belongings.
4. If I become ill or incapacitated, Cara Jago or Daniel Jago may take actions necessary for my safety and well-being, including securing medical treatment and transporting me home at my own expense. I fully release Cara Jago or Daniel Jago and Cloquet High School from any liability for such actions as may be taken on my behalf.
5. This agreement will be governed by the laws of the State of Minnesota.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

**I, the parent or legal guardian of the above student, have completely read and fully understand the foregoing “RELEASE AND AGREEMENT” and agree to be bound thereby, and to cause the above student to comply therewith.**

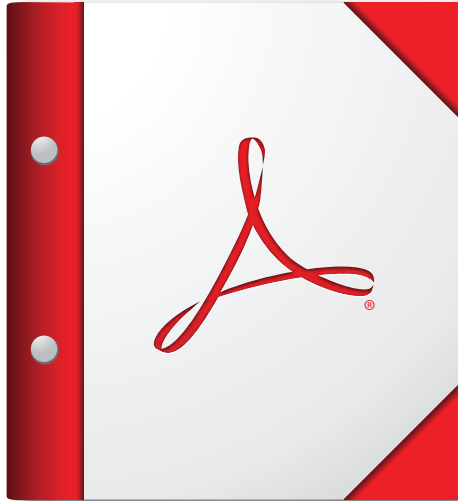
\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date





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