



**ROCK RIDGE PUBLIC SCHOOLS  
1405 PROGRESS PARKWAY  
VIRGINIA MN 55792**

**Regular Meeting  
Monday, April 27, 2026 at 6:00 PM  
Rock Ridge Administration Building, 1405 Progress Parkway,  
Virginia, MN 55792**

## AGENDA

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors and visitor input.
4. Consent Agenda:
  1. Approval of April 13, 2026 regular meeting minutes. 3
  2. Approval of volunteer coaches for the 2025-2026 school year: Nick Peters (JH Baseball), Ben Delich (Softball).
  3. Approval of additional duties for the following staff members for the 2025-2026 school year: Sheila Wilcox (Fiddle Club \$505), Michelle Pietila (ESY Summer School Teacher - Special Education \$33/hour), Amber King (ESY Summer School Teacher - Special Education \$33/hour), Eli Little (Construction Club \$505).
  4. Approval of RRHS club advisors and stipends for the 2025-2026 school year (attachment). 6
  5. Approval of hire of Ashley Samargia for the Community Education Softball Coordinator position with a stipend of \$1,500 effective April 28, 2026 (summer schedule, as needed).
  6. Approval of unpaid leave of absence for Lillian Archambeau from the Paraprofessional position effective August 24, 2026 through January 4, 2027.
  7. Acceptance of resignation of Jessica Johnson from the Co-Head Girls Tennis Coach position effective December 4, 2025.
  8. Acceptance of resignation of Kortney Rosati from the Co-Head Girls Tennis Coach position effective December 4, 2025.

9. Acceptance of resignation for the purpose of retirement of Wayne Roberts from the Physical Education Teacher position effective May 29, 2026.
10. Acceptance of resignation for the purpose of retirement of Julie Eddy from the Activities & Community Education Secretary position effective June 30, 2026.
11. Acceptance of resignation of Alison Glade from the Secondary Science Teacher position effective June 30, 2026.
12. Acceptance of resignation for the purpose of retirement of Shannon Malovrh from the CTE/Perkins Grant Coordinator position from the True North Stars Perkins Consortium effective September 30, 2026.
13. Permission for Mary Rantala to attend the national Anatomage training in California this summer. There is no cost to the school district.
14. Approval of BSN/Under Armour athletic agreement with Rock Ridge for team apparel effective July 1, 2026 through June 30, 2031. 8
5. Reports:
  1. North Star Elementary Principal's Report.
  2. Superintendent.
  3. Treasurer's Report. 14
6. Administration Items:
  1. Consider approval of response letter to the Minnesota Department of Education regarding the American Indian Parent Advisory Committee vote of non-compliance. 23
  2. Consider approval of the Collective Bargaining Agreement between ISD 2909 and AFSCME, Council 65, AFL-CIO, Local Union No. 3 effective July 1, 2025 through June 30, 2027. 26
  3. Consider approval to rescind Resolution #26-15 Placing Continuing Contract/Tenured Teacher Gena Flank on Unrequested Leave of Absence To The Extent of 1.0 FTE.
  4. Consider approval to rescind Resolution #26-16 Placing Continuing Contract/Tenured Teacher Benjamin Norman on Unrequested Leave of Absence To The Extent of 1.0 FTE.
  5. Consider approval of the 2026-2027 school calendar. 106
  6. Consider approval of Amendment to Contract No. 17891 between St. Louis County / Public Health and Human Services Department and Rock Ridge Public Schools to extend the term of the Agreement. 107
7. Closed Session for preliminary consideration of allegations against an individual who is subject to the Board's Authority pursuant to Minn. Stat. 13D.05, subd. 2(b).
  1. Possible action based on the topics discussed in closed session.
8. Meeting Announcements:
  1. The next regular meeting will be Monday, May 11, 2026 at 6:00 PM at the Rock Ridge Administration Building, 1405 Progress Pkwy, Virginia.
9. Adjournment.

**OFFICE OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 2909  
MONDAY, APRIL 13, 2026, 6:00 P.M.**

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

**Members Present:**

Jennifer Bonner  
Nicole Culbert-Dahl  
Brandi Lautigar  
Tim Riordan

Jodi Westby  
Lisa Westby  
John Uhan

**Other Staff Present:**

Dr. Noel Schmidt, Superintendent  
Scott Manni, Rock Ridge High School Principal  
Stephanie Aagenes, Special Education Director

**Members Absent:**

None

- I. Chair UHAN called the Regular Meeting to order at 6:00 P.M.
- II. **APPROVE AGENDA:**
  - A. Uhan added two submitted purchase agreements for the Gilbert school property to Reports 6.2.1.
  - B. The wording for Item 6.5. *Discussion on four or five-day school week for 2026-2027* was changed to *“Discussion and possible action on a four or five-day school week for 2026-2027.”*
  - C. Motion to **approve the agenda as amended** made by J. WESTBY, seconded by RIORDAN. Motion passed unanimously.
- III. **RECOGNITION OF VISITORS AND VISITOR INPUT:** Kelsey Norvitch – music program; Kimberly Mattila – counseling department shortage; Matt Luoma & Justine Herberg – update on the successful first Rock Ridge Archery season; Corbet Hainey, Cassandra Hainey, Stephanie Aho – discussion on a 4 or 5-day school week.
- IV. **CONSENT AGENDA:** Motion to **approve the Consent Agenda** made by BONNER, seconded by L. WESTBY. Discussion was held on Item 4.18 *Spring 2025-2026 overnight/out-of-state athletic trips*. Going forward, the board would like to know how much the school is responsible for financially for these trips. The retirement of Jackie LeBeque was also acknowledged and her years of dedication to the district were applauded. Motion passed unanimously.
  - A. Approval of March 23, 2026 regular meeting minutes.
  - B. Approval of hire of Howard Anthony for the Basketball League Supervisor position with a stipend of \$20.00/hour effective December 15, 2025 through February 2026.
  - C. Approval of hire of Pete Pellinen for the Spring Play Director position with a stipend of \$3,278 for the 2025-2026 school year.
  - D. Approval of ECSE - Part C, 0.14 FTE overload for Laura Bakhtiari with a salary of \$6,565.35 (prorated overload) effective December 1, 2025 through May 29, 2026.
  - E. Approval of additional duty and stipend for the following staff for the 2025-2026 school year: Andy Tikkanen (Math League \$1,008), Jessica Kortekass (WEB Coordinator \$2,018).
  - F. Approval of hire of Jim Prittinen for the Head Girls Tennis Coach position with a stipend of \$6,052 for the 2026-2027 school year.
  - G. Approval of hire of Daniel Spaeth for the Industrial Technology Teacher position with a salary of \$50,163 (BA Step B) effective August 24, 2026.
  - H. Approval of hire of Bryce Negen for the DAPE Teacher position (pending licensure from MDE and completion of the DAPE endorsement within three years of employment) with a salary of \$47,598 (Step A BA) effective August 24, 2026.
  - I. Approval of extended unpaid leave of absence for Alice Pelton, RRHS Counseling Secretary - originally approved through April 8, 2026. Now extended through May 14, 2026.

- J. Approval of volunteer coaches for the 2025-2026 school year: Josh Nevala (Baseball), James Bonicatto (Baseball), Mary Beth McReynold-Pellinen (Assistant Play Director).
- K. Acceptance of resignation of Cullen Warren from the AM Door/Lunch Duty effective March 10, 2026.
- L. Acceptance of resignation of Spencer Aune from the Head Boys Basketball Coach position effective March 23, 2026.
- M. Acceptance of resignation of Paul Gregersen from the Spring Play Director position effective March 24, 2026.
- N. Acceptance of resignation of Sara Szweduk from the Paraprofessional position effective May 1, 2026.
- O. Acceptance of resignation for the purpose of retirement of Brian Roggenbuck from the Custodian/GM/Grounds/Driver position effective May 28, 2026.
- P. Acceptance of resignation for the purpose of retirement of Jacquelyn LeBeque from the Elementary Teacher position effective June 1, 2026.
- Q. Approval of Separation Agreement between Rock Ridge Public School, Education Minnesota Rock Ridge, Local #7394, and Angela Kemp.
- R. Approval of Spring 2025-2026 Athletic Overnight/Out-of-State Trips.
- S. Acceptance and appreciation of a donation of 200 decks of cards from Black Bear Casino to Laurentian Elementary for "Title Family Night".

V. **PARAPROFESSIONAL/AIDES HIRE RECOMMENDATIONS:** Motion to **approve the transfer of Karilynn Niska from Custodian/Driver to the Paraprofessional/Driver position at a rate of \$23.96/hour effective April 8, 2026** made by RIORDAN, seconded by L. WESTBY. Motion passed unanimously.

VI. **REPORTS:**

- A. Special Education Director Stephanie Aagenes discussed the recent paraprofessional openings and asked the board whether to fill the vacancies using TOC substitutes or post the positions and hire for the last 28 days of school. Motion to **use TOC to fill the vacancies** made by LAUTIGAR, seconded by CULBERT-DAHL. Motion passed unanimously.
- B. Principal Scott Manni gave his report about the happenings and events taking place at Rock Ridge High School.
- C. The two purchase agreements for the Gilbert school property were presented to the school board. Motion to **approve the offer of \$150,000 for the Gilbert school property** made by BONNER, seconded by J. WESTBY. Motion passed 6-0-1 with CULBERT-DAHL abstaining.
- D. Supt. Schmidt outlined the process for staffing for the 2026-2027 school year.
- E. Motion to **approve the payment of the bills** made by J. WESTBY, seconded by L. WESTBY. Motion passed unanimously.
- F. Discussion was held on the 4 or 5-day school week for the 2026-2027 school year.
  - 1. Motion to **adopt a 4-day school week** made by LAUTIGAR, seconded by UHAN. Motion failed 1-6 with RIORDAN, CULBERT-DAHL, UHAN, J. WESTBY, L. WESTBY, and BONNER voting NO.
  - 2. Motion to **maintain a 5-day school week for the 2026-2027 school year** made by RIORDAN, seconded by L. WESTBY. Motion passed 6-1 with LAUTIGAR voting NO.

VII. **ADMINISTRATION ITEMS:** Motion to **approve the Professional Services Contract between Rock Ridge Public Schools and Range Mental Health Center for mental health and related services effective July 1, 2026 through June 30, 2027** made by J. WESTBY, seconded by CULBERT-DAHL. Motion passed 6-0-1 with LAUTIGAR abstaining.

VIII. **MEETING ANNOUNCEMENTS** were made.

IX. **ADJOURNMENT:** Meeting adjourned at 7:23 P.M.

---

CHAIR

---

CLERK

Club	Advisor	25-26 Stipend	Season	Notes
After School Tutors/ Mentors	Steph Stefanich & Steph Lutzka	Timecard- Community Ed	Yearlong	See Admin for Targeted Services
Anishinaabe Club		No Extra Pay	Yearlong	
Art Club		\$505	Yearlong	
Book Club- Junior high		\$505	Yearlong	
Broadcasting	Quaid Peterson	\$505	Yearlong	
Campus Life	Jake Grass	Outside Agency	Yearlong	
Close Up	Steph Lutzka	\$1,008	Yearlong	
Board Games		\$505	Yearlong	
Chess Club		\$505	yearlong	
Book Club	Todd Ufford	\$505	Yearlong	
DECA	Kyle Hammer / Aimee Krebs	\$1,008	Yearlong	Split in 2/3 and 1/3 \$672/ \$336
Senior Class Advisor	Dawn Savela	\$1,513	Yearlong	
Junior Class/ Prom Advisor	Lori Ismil	\$1,513	Yearlong	
Sophomore Class Advisor		\$1,261	Yearlong	
Construction Club	Greg Foster	\$505	Yearlong	
World Travelers Club	Steph Lutzka	\$505	Yearlong	
CORE	Taryn Greiner	GRANT	Yearlong	
Engineering Club	Greg Foster	\$505	Yearlong	
eSports League	Liam Conger	\$1,008	Yearlong	
Fiddle Club	Sheila Wilcox	\$505	Yearlong	
Culinary Club	Jade Andrie	\$505	Yearlong	
Sign Laguage Club?				
World Language Club	Terri Kowalski	\$505	Yearlong	
Gay-Straight Alliance	August Galloway	\$505	Yearlong	
JH Gay-Straight Alliance	Todd Ufford	\$505	Yearlong	
Adventure Club		\$505	Yearlong	
History Day		\$505	Yearlong	
RR Reach	Lori Ismil	\$505	Yearlong	
Youth In Action	Tim Strasser	\$1,267	Yearlong	
Leo's Club	August Galloway	\$1,008	Yearlong	
Leo's Assistant	Robert Krieger		Yearlong	
Knowledge Bowl, Varsity	Liam Conger	\$1,513	Yearlong	
Knowledge Bowl, Junior Varsity	BudgetCut	\$1,513	Yearlong	
Knowledge Bowl, Junior High	Ben Norman	\$1,513	Yearlong	
Marching Band	Kevin Szumal	\$2,773	Yearlong	
Math League (Sr)	Andrew Tikkanen	\$1,008	Yearlong	
Meditation and Mindfulness	Lori Ismil	\$505	Yearlong	
Mathcounts (Jr)		\$1,008	Yearlong	
National Honor Society SH	Rebekah Deedrick	\$2,018	Yearlong	
National Honor Society JH		\$955		
Music Listening Team	Sheila Wilcox	No Extra Pay	Yearlong	
Pep Band	Kevin Szumal	\$84/ Event	Yearlong	
POMS	Emily Jankila	\$3,278	Yearlong	Split 2 stipends 50/50 \$2521.50
Poms Assistant	Jessica Kralich	\$1,765	Yearlong	
ROHIAN	Jenessa Greenly	No Extra Pay-- Course	Yearlong	
Science Bowl (JH)		\$955	Yearlong	
Science Bowl (SH)		\$955	Yearlong	
Stock Market Game		\$505		
Student Council (Jr)	Budget Cut			
Student Council (Sr)	Dawn Savela	\$2,018	Yearlong	
Upward Bound	TBD	Outside Agency	Yearlong	
WA1T: We Are One Team- Diversity Club		\$505	Yearlong	
Web Transition Team	Elisa Boe	\$2,018	Yearlong	
Web Transition Team	Jessica Kortekaas	\$2,018	Yearlong	
Web Transition Team	Amanda Morley	\$2,018	Yearlong	
Weight Lifting Strength Coach	Budget Cut	\$5,295	Fall/Winter	
Weight Lifting Strength Coach	John Stanaway	\$5,295	Spring/Summer	
Wolverine Pride Club		\$505	Yearlong	
<b>Clubs &amp; Activities Must Have A Minimum of 8-10 Active Participants to Remain Sustainable</b>				
<b>Other Potential Clubs</b>				
Archery				
Odyssey of the Mind				
Interact with Rotary				
Intramurals				
Model United Nations				
Mock Trial				
....the list is endless if kids are interested.				





AGREEMENT COVER PAGE

**“ROCK RIDGE HIGH SCHOOL”,  
“BSN”, & UNDER ARMOUR**

SCHOOL KEY INFO

Customer Name: **ROCK RIDGE HS**  
Street Address: **1403 PROGRESS PARKWAY**  
City, State Zip: **VIRGINIA, MN 55792**

Primary Contact Name: **JOSH LAMPPA**  
Primary Contact Title: **ATHLETIC DIRECTOR**  
Primary Contact Email: **JLAMPPA@VMPS.ORG**

Mascot: **WOLVERINES**  
School Colors: **KELLY GREEN / BLACK**

DEALER KEY INFO

Dealer: **BSN**  
Start Date: **7.1.2026**  
Term (Years): **5**

End Date: **6.30.2031**

SPEND ESTIMATES / SIGNING BONUS DETAILS

**Year 1 Rebate:** 10%  
**Total Year 1 Signing Bonus:** 12,000

**SIGNING BONUS BREAKDOWN:**

- Inline Signing Bonus: \$4,500
- Marketing/Branding Signing Bonus: \$3,500
- Uniform Support: (1) Buy One Get One Free Team Armourfuse Uniform Coupon for sport of choice. Wrestling, Hockey and Football are not applicable. Coupon Valued at Approx \$4,000. Coupon must be redeemed in year 1 of the partnership.

ATHLETIC AGREEMENT (“AGREEMENT”) AMONG:



# UA HIGHLIGHT ATHLETIC AGREEMENT

## UNDER ARMOUR, CUSTOMER, AND TEAM DEALER

### CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this Agreement commences on July 1, 2026 and ends on June 30, 2031 ("Term").
- During the Term, CUSTOMER shall purchase Under Armour apparel, footwear, and accessories ("Products," and Products bearing Under Armour marks, "Under Armour Products") for CUSTOMER's athletic teams ("Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use Under Armour Products head-to-toe, including without limitation footwear, socks, uniforms, and headwear, with the understanding that CUSTOMER may phase in the use of Under Armour Products so long as all Teams are fully exclusive at the start of the third year of the Term.
- CUSTOMER shall place orders with Team Dealer for Under Armour Products by:
  - (i) January 15 for Fall Sports uniforms
  - (ii) May 31 for Winter Sports uniforms
  - (iii) November 15 for Spring Sports uniforms
  - Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- All CUSTOMER activities will be given access to Under Armour when applicable, via the Webstore (as defined below).
- CUSTOMER hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of Team games subject to applicable NCAA, NFHS, or applicable high school or governing body rules (collectively, "Rules").

### UNDER ARMOUR and TEAM DEALER Obligations to CUSTOMER

- Under Armour shall provide **ROCK RIDGE HS** a Signing Bonus of \$4,500 in product allotment at MSRP Value to be used in Year 1 of the agreement
- Under Armour shall provide **ROCK RIDGE HS** a one-time Branding Package valued at \$3,500 to be used on mutually approved co-branded materials
- Under Armour shall provide **ROCK RIDGE HS** (1) Buy One Get One Free Team Armourfuse Uniform Coupon for sport of choice. Wrestling, Hockey and Football are not applicable. Coupon Valued at Approx \$4,000. Coupon must be redeemed in year 1 of the partnership
- Under Armour shall provide **ROCK RIDGE HS** with a product rebate of 10% based on the amount of Under Armour Purchases – inclusive of uniforms, in-line, and other licensed Products (collectively, "Rebate Products") purchased by CUSTOMER from Team Dealer

For purposes of clarity, CUSTOMER's Product Rebate will be: (1) determined by the amount of Rebate Products CUSTOMER purchases in the immediately preceding year; (2) provided on a biannual basis (7/15 and 1/15) in the applicable year; and (3) provided by Under Armour as Under Armour Products valued at retail pricing. By way of example, if CUSTOMER purchases \$90,000 worth of Rebate Products from Team Dealer in the first year, the Product Rebate for the next year will be twelve percent (12%). As such, CUSTOMER will receive a Product Rebate of 12% based on the total amount of Rebate Products CUSTOMER purchases in a quarter in the next year, so with respect to the aforementioned example, if in the 6 months of the next Contract Year, CUSTOMER purchases \$7,000 worth of Rebate Products, CUSTOMER will receive a Product Rebate of \$840 for those 6 months. Unused quarterly Product Rebate amounts will expire within sixty (60) days. In the first year of the Term, CUSTOMER's Product Rebate will be based on CUSTOMER's estimated annual purchase of Rebate Products and will be determined by CUSTOMER, Team Dealer, and Under Armour. Notwithstanding anything contained herein to the contrary, Under Armour reserves the right to modify, update, or amend the Product Rebate program in its sole discretion by providing CUSTOMER and Team Dealer with at least sixty (60) days prior written notice.

- Team Dealer shall establish, operate, and manage a webstore for any and all affiliated CUSTOMER activities accounts (including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.) ("Webstore"). Team Dealer will use good faith efforts to exclusively sell Under Armour Products on the Webstore, and will prominently feature Under Armour Products over any third party Products sold on the Webstore.
- Team Dealer shall maintain appropriate levels of Under Armour Products to satisfy CUSTOMER's requirement on a timely basis.
- Team Dealer shall provide sales data to Under Armour quarterly on a QBR worksheet (or as requested).
- This Agreement shall be reviewed yearly by Under Armour and Team Dealer to ensure no major conditions of the Agreement have changed.



# UA HIGHLIGHT ATHLETIC AGREEMENT

**Termination.** A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and CUSTOMER. Further, Under Armour shall have the right to terminate this agreement if: (a) a Team is required to wear and/or use Products that are not supplied by Under Armour; or (b) CUSTOMER coaches, staff, or Team members commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its Products.

**Miscellaneous.** Maryland law shall govern this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this Agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this Agreement. CUSTOMER shall not assign its rights or obligations under this Agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealer, and CUSTOMER shall be that of independent contractors. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this Agreement.

**ROCK RIDGE HIGH SCHOOL**

**UNDER ARMOUR, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BSN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**Under Armour Team Incentive –**

See attached UA Highlight Agreement Terms. Synopsis:

- Year 1 - \$4,500 Retail Under Armour Stock apparel signing bonus  
\$3,500 Co-branding allowance  
1 – ArmourFuse BOGO offer
- Years 2-5 10% Retail Rebate on UA purchases in Under Armour Stock apparel

Under Armour has shown the ability to match Rock Ridge’s custom Green color in their ArmourFuse custom sublimated uniform styles that will be the main option for custom uniforms using this green color. A custom uniform sample has been provided by UA/BSN and color approved by Rock Ridge administration.

Any decoration or customization to rebate product is paid for by the Customer.

**My Team Shop:** BSN SPORTS’ online player pay site is expected to be used by each Varsity program and three times annually (August 1, October 1, January 15th) by the Athletic Department. All other programs including club sports and organizations are also encouraged to participate. **All MTS sales including club and organizations will count towards rebate goals.**

**Shipping:** Customer will pay freight charges on all orders.

**Terms and Conditions:** BSN SPORTS will be recognized as the official Athletic Uniform and Equipment supplier for Rock Ridge High School and as partners of this agreement. The School and Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate. School will be set up with BSN Online Billing.

**Term:** The initial term of this BSN 360 Rewards agreement shall be for five (5) years (the “Initial Term”) commencing on July 1, 2026 and ending on June 30, 2031. At the expiration of the Initial Term, this BSN 360 Rewards program will automatically renew for successive one (1) year periods (each a “Renewal Term” and collectively with the Initial Term the “Term”) unless a party provides the other party with written notice of its intent not to renew this BSN 360 Rewards agreement at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year.

Acknowledged and Agreed to:

**Rock Ridge High School**

**BSN SPORTS**

\_\_\_\_\_  
Ath. Director or Authorized Representative    Date

\_\_\_\_\_  
Vice President

FOOTBALL  
 BASKETBALL  
 VOLLEYBALL  
 SOCCER  
 BASEBALL  
 LACROSSE  
 TENNIS  
 SOFTBALL  
 UNIFORMS  
 TRACK&FIELD  
 STRENGTH&  
 FITNESS  
 WRESTLING  
 SPORTS MED  
 SPEED  
 AGILITY  
 SCOREBOARDS  
 BENCHES&BLEACHERS  
 COACHING  
 AQUATICS



**BSN SPORTS / UA TEAM 360 REWARDS PROGRAM**

**FOR**

**ROCK RIDGE HIGH SCHOOL**

BSN SPORTS is pleased to offer ROCK RIDGE HIGH SCHOOL ("Customer") the BSN SPORTS / UA TEAM 360 REWARDS PROGRAM for the purchase and supply of athletic apparel and equipment.

**Product Rebate:** Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances and are available after the requirements below are met.

Product Rebates must be redeemed by December 31 after the end each of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed with BSN Sports Sales Pro under the terms and conditions of this BSN Rewards Program (including pricing). Sales made to the Cheer program or through the BSN SPORTS Sideline Store will not be included in Spending Level Totals for purposes of calculating the Product Rebates.

**Annual Spending Level**  
**\$120,000+**

**Annual Rebate Amount:**

7% of annual spend in UA or BSN SPORTS branded apparel/equipment at catalog price.

**\$90,000 - \$119,999**

5% of annual spend in UA or BSN SPORTS branded apparel/equipment at catalog price.

**\$60,000-\$89,999**

3% of annual spend in UA or BSN SPORTS branded apparel/equipment at catalog price.

**BSN SPORTS Product Pricing:** Customer shall be able to purchase products at the following discounts:

- |  |                       |
|--|-----------------------|
| • Under Armour Team Apparel/Stock Uniforms | 35% off Retail Price  |
| • BSN SPORTS Products                      | 15% off Catalog Price |
| • BSN SPORTS Catalog Branded Products      | 10% off Catalog Price |

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN SPORTS from a manufacturer such as Wilson, Spalding, Rawlings, etc.

FOOTBALL  
 BASKETBALL  
 VOLLEYBALL  
 SOCCER  
 BASEBALL  
 LACROSSE  
 TENNIS  
 SOFTBALL  
 UNIFORMS  
 TRACK&FIELD  
 STRENGTH&  
 FITNESS  
 WRESTLING  
 SPORTS MED  
 SPEED  
 AGILITY  
 SCOREBOARDS  
 BENCHES&BLEACHERS  
 COACHING  
 AQUATICS

April 27, 2026

offered the following resolution and moved for its adoption.

RESOLVED, By the Board of Education of Independent School District #2909 that the following bills be allowed and the Chairperson and Clerk be and are hereby authorized to draw orders on the Treasurer for payment of same:

<u>CHECK NO.</u>	<u>VENDOR</u>	<u>UFARS CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
20013	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$4,266.16
20013	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$620.80
20013	AT & T MOBILITY	E 01 005 690 000 000 320	Comm Telephone	\$1,201.28
<b>20013 Total</b>				<b><u>\$6,088.24</u></b>
20014	AT&T MOBILITY-CC	E 01 005 606 000 000 401	General Supplies	\$154.92
<b>20014 Total</b>				<b><u>\$154.92</u></b>
20015	CITY OF GILBERT	E 03 005 760 000 720 330	Water & Sewer	\$716.60
<b>20015 Total</b>				<b><u>\$716.60</u></b>
20016	DAHLHEIMER BEVERAGE	E 01 300 810 000 000 332	Water	\$77.76
20016	DAHLHEIMER BEVERAGE	E 01 116 203 000 000 401	General Supplies	\$38.00
20016	DAHLHEIMER BEVERAGE	E 01 118 810 000 000 332	Water	\$9.00
20016	DAHLHEIMER BEVERAGE	E 01 112 810 000 000 332	Water	\$137.50
20016	DAHLHEIMER BEVERAGE	E 01 300 810 000 000 332	Water	\$9.00
20016	DAHLHEIMER BEVERAGE	E 03 005 760 000 720 401	General Supplies	\$9.00
20016	DAHLHEIMER BEVERAGE	E 01 112 810 000 000 332	Water	\$25.92
<b>20016 Total</b>				<b><u>\$306.18</u></b>
20017	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 332		\$35.25
20017	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 333		\$42.20
20017	EVELETH PUBLIC UTILITIES	E 01 119 810 000 000 334		\$17.95
20017	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 332		\$114.75
20017	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 333		\$91.90
20017	EVELETH PUBLIC UTILITIES	E 01 118 810 000 000 334		\$110.87
20017	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$1,645.00
20017	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 332		\$457.75
20017	EVELETH PUBLIC UTILITIES	E 01 300 810 000 000 333		\$667.00
20017	EVELETH PUBLIC UTILITIES	E 01 101 810 000 000 330		\$511.55
20017	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334		\$705.00
20017	EVELETH PUBLIC UTILITIES	E 01 005 810 000 000 334	Garbage	\$94.00
<b>20017 Total</b>				<b><u>\$4,493.22</u></b>
20018	METRO SALES INC	E 05 005 850 000 302 335	Short Term Lease	\$371.88
20018	METRO SALES INC	E 05 005 850 000 302 335	Short Term Lease	\$71.28
<b>20018 Total</b>				<b><u>\$443.16</u></b>
20019	VIRGINIA PUBLIC UTILITIES	E 01 116 810 000 000 331		\$3,138.22
20019	VIRGINIA PUBLIC UTILITIES	E 01 116 810 000 000 440		\$4,054.32
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 334		\$566.46
20019	VIRGINIA PUBLIC UTILITIES	E 01 116 810 000 000 332		\$193.75
20019	VIRGINIA PUBLIC UTILITIES	E 01 116 810 000 000 333		\$533.04
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 333		\$224.12
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 332		\$89.80
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 440		\$897.19
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 331		\$118.20
20019	VIRGINIA PUBLIC UTILITIES	E 01 005 810 000 000 334		\$16.26
20019	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 334		\$390.96
20019	VIRGINIA PUBLIC UTILITIES	E 01 117 810 000 000 331		\$3,124.83

20019	VIRGINIA PUBLIC UTILITIES	E	01	117	810	000	000	333		\$389.34
20019	VIRGINIA PUBLIC UTILITIES	E	01	117	810	000	000	332		\$144.25
20019	VIRGINIA PUBLIC UTILITIES	E	01	117	810	000	000	440		\$5,519.59
<b>20019 Total</b>										<b><u>\$19,400.33</u></b>
20020	A-1 SERVICES INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$141.43
<b>20020 Total</b>										<b><u>\$141.43</u></b>
20021	ALL FLAGS, LLC	E	01	005	810	000	000	350	Repairs Maint Serv	\$324.20
<b>20021 Total</b>										<b><u>\$324.20</u></b>
20022	AMAZON CAPITAL SERVICES INC	E	01	300	620	000	000	401	General Supplies	\$97.86
20022	AMAZON CAPITAL SERVICES INC	E	01	300	620	000	000	401	General Supplies	\$18.59
20022	AMAZON CAPITAL SERVICES INC	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$31.98
20022	AMAZON CAPITAL SERVICES INC	E	01	005	010	000	000	401	General Supplies	\$103.57
20022	AMAZON CAPITAL SERVICES INC	E	01	005	010	000	000	401	General Supplies	\$48.08
20022	AMAZON CAPITAL SERVICES INC	E	01	005	010	000	000	401	General Supplies	\$65.99
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	403	000	430	Instructional Supply	\$184.28
20022	AMAZON CAPITAL SERVICES INC	E	04	500	580	000	325	401	General Supplies	\$589.35
20022	AMAZON CAPITAL SERVICES INC	E	01	005	401	000	740	433	Sup/Mat Indiv Instr	\$473.94
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	General Supplies	\$36.96
20022	AMAZON CAPITAL SERVICES INC	E	04	500	582	000	344	430	Instructional Supply	\$128.82
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	000	000	401	General Supplies	\$56.56
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	404	000	430	Instructional Supply	\$153.96
20022	AMAZON CAPITAL SERVICES INC	E	01	116	203	000	000	430	Instruct Supplies	\$41.98
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	404	000	430	Instructional Supply	\$93.66
20022	AMAZON CAPITAL SERVICES INC	E	01	300	361	893	830	433	Ind Instructnl Mtrls	\$1,145.74
20022	AMAZON CAPITAL SERVICES INC	E	01	101	203	402	000	430	Instructional Supply	\$179.08
20022	AMAZON CAPITAL SERVICES INC	E	01	005	606	000	000	401	General Supplies	\$919.80
<b>20022 Total</b>										<b><u>\$4,370.20</u></b>
20023	APG MEDIA OF MN	E	01	005	010	000	000	380	Print-Publish	\$1,064.96
<b>20023 Total</b>										<b><u>\$1,064.96</u></b>
20024	APPLE INC	E	01	112	401	000	740	433	Sup/Mat Indiv Instr	\$295.00
20024	APPLE INC	E	01	112	401	000	740	433	supplies	\$1,316.00
<b>20024 Total</b>										<b><u>\$1,611.00</u></b>
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Bus 12 tone ring adjustment	\$115.56
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Shocks	\$1,528.28
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	Adjust wipers	\$99.68
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	420	Door Control Props	\$112.42
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	new rotors bus 12	\$2,068.85
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	replaced Delta Pressure Sensor	\$1,236.65
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	replace door motor	\$971.83
20025	ASCENDANCE TRUCKS LLC	E	03	005	760	000	720	350	New fuel tank bus 23	\$4,923.16
<b>20025 Total</b>										<b><u>\$11,056.43</u></b>
20026	AT&T MOBILITY-CC	E	01	005	606	000	000	401	General Supplies	\$112.92
<b>20026 Total</b>										<b><u>\$112.92</u></b>
20027	AVIBEN LLC	E	01	005	110	000	000	311	Prof Tech Services	\$268.64
<b>20027 Total</b>										<b><u>\$268.64</u></b>
20028	BALOW JORDAN	E	01	300	294	713	000	305	Consulting Fees	\$190.00
20028	BALOW JORDAN	E	01	300	294	713	000	305	Consulting Fees	\$40.00
<b>20028 Total</b>										<b><u>\$230.00</u></b>
20029	BAUER DEREK	E	01	300	296	716	000	305	Consulting Fees	\$100.00
<b>20029 Total</b>										<b><u>\$100.00</u></b>
20030	BIALKE ALYSON MARIE	E	04	701	590	000	350	311	Prof Tech Services	\$280.00
<b>20030 Total</b>										<b><u>\$280.00</u></b>

20031	BISS LOCK INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$346.00
<b>20031 Total</b>										<b><u>\$346.00</u></b>
20032	BLAINE SPEECH TEAM	E	01	300	298	000	000	364	Entry Fees/Student Travel	\$98.00
<b>20032 Total</b>										<b><u>\$98.00</u></b>
20033	BLOMBERG JANA	E	04	500	560	000	321	430	Instruct Supplies	\$60.00
<b>20033 Total</b>										<b><u>\$60.00</u></b>
20034	BRYSON III BILL	E	01	005	640	000	316	366	Travel	\$208.80
<b>20034 Total</b>										<b><u>\$208.80</u></b>
20035	BSN SPORTS LLC	E	01	300	294	714	000	430		\$257.40
20035	BSN SPORTS LLC	E	01	300	296	714	000	430		\$257.40
<b>20035 Total</b>										<b><u>\$514.80</u></b>
20036	CHAIR	E	01	300	211	000	320	305	Consulting Fees	\$2,500.00
<b>20036 Total</b>										<b><u>\$2,500.00</u></b>
20037	CHERRY HIGH SCHOOL	E	01	300	298	000	000	364	Entry Fees/Student Travel	\$96.00
<b>20037 Total</b>										<b><u>\$96.00</u></b>
20038	CHRISTENSEN PARTS	E	01	300	255	000	000	430	Instruct Supplies	\$116.16
20038	CHRISTENSEN PARTS	E	01	300	255	000	000	430	Instruct Supplies	\$21.59
20038	CHRISTENSEN PARTS	E	03	005	760	000	720	420	Wiper Blades	\$25.08
<b>20038 Total</b>										<b><u>\$162.83</u></b>
20039	CITY OF VIRGINIA	E	01	300	715	000	342	312	Prof Services	\$2,000.00
20039	CITY OF VIRGINIA	E	05	005	850	042	302	335	Short Term Lease	\$17,500.00
<b>20039 Total</b>										<b><u>\$19,500.00</u></b>
20040	CITY OF VIRGINIA - IRON TRAIL MOTORS EVEN' E	E	05	005	850	040	302	335	Short Term Lease	\$6,145.40
<b>20040 Total</b>										<b><u>\$6,145.40</u></b>
20041	CMC CONSTRUCTION INC	E	05	119	850	000	302	311	Prof Tech Services	\$44,586.35
<b>20041 Total</b>										<b><u>\$44,586.35</u></b>
20042	COMMERCIAL REFRIGERATION SYSTEM	E	02	005	770	000	701	350	Repair/Maint Service	\$600.00
<b>20042 Total</b>										<b><u>\$600.00</u></b>
20043	CONGER LIAM	E	01	300	292	000	000	366	Travel	\$426.96
<b>20043 Total</b>										<b><u>\$426.96</u></b>
20044	DATA CENTER WAREHOUSE LLC	E	05	119	850	000	302	311	Prof Tech Services	\$8,307.00
20044	DATA CENTER WAREHOUSE LLC	E	05	119	850	000	302	311	tech supplies	\$5,175.00
20044	DATA CENTER WAREHOUSE LLC	E	01	005	606	000	000	401	tech supplies	\$1,107.00
20044	DATA CENTER WAREHOUSE LLC	E	05	119	850	000	302	311	tech supplies	\$31,143.80
20044	DATA CENTER WAREHOUSE LLC	E	05	119	850	000	302	311	tech supplies	\$13,800.00
<b>20044 Total</b>										<b><u>\$59,532.80</u></b>
20045	DSGW	E	05	119	850	000	302	311	Prof Tech Services	\$12,770.00
<b>20045 Total</b>										<b><u>\$12,770.00</u></b>
20046	DULUTH EAST HIGH SCHOOL	E	01	300	294	714	000	364		\$100.00
20046	DULUTH EAST HIGH SCHOOL	E	01	300	296	714	000	364		\$100.00
<b>20046 Total</b>										<b><u>\$200.00</u></b>
20047	EARTHLINK	E	04	500	505	000	321	320		\$34.34
20047	EARTHLINK	E	03	005	760	000	720	320		\$34.34
20047	EARTHLINK	E	01	101	203	000	000	320		\$128.77
20047	EARTHLINK	E	01	116	203	000	000	320		\$128.77
20047	EARTHLINK	E	01	112	203	000	000	320		\$85.84
20047	EARTHLINK	E	01	117	810	000	000	320		\$367.12
20047	EARTHLINK	E	01	300	211	000	000	320		\$360.54
20047	EARTHLINK	E	01	005	810	000	000	320		\$85.84
<b>20047 Total</b>										<b><u>\$1,225.56</u></b>
20048	EDMENTUM	E	01	300	211	224	000	401		\$1,223.75
20048	EDMENTUM	E	01	300	211	000	000	305		\$1,223.75
<b>20048 Total</b>										<b><u>\$2,447.50</u></b>

20049	EDWARDS OIL COMPANY	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$11,485.54
<b>20049 Total</b>										<b><u>\$11,485.54</u></b>
20050	EHLERS	E	01	005	110	000	000	311	Prof Tech Services	\$3,850.00
<b>20050 Total</b>										<b><u>\$3,850.00</u></b>
20051	EVENSON NISSA	R	01	300	298	000	000	062	User Fee	\$90.00
<b>20051 Total</b>										<b><u>\$90.00</u></b>
20052	FETH DEBORAH	E	01	300	211	000	320	490	Food	\$52.80
<b>20052 Total</b>										<b><u>\$52.80</u></b>
20053	FIDELDY BRYAN	E	01	300	296	716	000	305	Consulting Fees	\$100.00
20053	FIDELDY BRYAN	E	01	300	296	716	000	305	Consulting Fees	\$88.00
<b>20053 Total</b>										<b><u>\$188.00</u></b>
20054	FRONTLINE TECHNOLOGIES	E	01	005	110	000	000	311	Applicant Tracking, Unlimited Usage for Intern:	\$3,101.90
<b>20054 Total</b>										<b><u>\$3,101.90</u></b>
20055	GRANDE ACE HARDWARE	E	01	005	810	000	000	350	Repairs Maint Serv	\$44.99
20055	GRANDE ACE HARDWARE	E	01	005	810	000	000	350	Repairs Maint Serv	\$10.79
20055	GRANDE ACE HARDWARE	E	01	300	810	000	000	350	Repairs Maint Serv	\$23.18
20055	GRANDE ACE HARDWARE	E	01	300	810	000	000	410	Custodial Supplies	\$1.64
20055	GRANDE ACE HARDWARE	E	03	005	760	000	720	420	Bolt	\$0.88
<b>20055 Total</b>										<b><u>\$81.48</u></b>
20056	HART ELECTRIC OF NORTHERN MINNESOTA INC	E	05	119	850	000	302	311	Prof Tech Services	\$50,160.00
<b>20056 Total</b>										<b><u>\$50,160.00</u></b>
20057	HAWKINS INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$1,311.32
20057	HAWKINS INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$132.50
<b>20057 Total</b>										<b><u>\$1,443.82</u></b>
20058	HEART BERRY	E	01	300	211	000	320	305	Consulting Fees	\$194.16
<b>20058 Total</b>										<b><u>\$194.16</u></b>
20059	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$354.75
20059	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$474.00
20059	HOMETOWN FOCUS	E	01	005	010	000	000	380	Print-Publish	\$300.00
<b>20059 Total</b>										<b><u>\$1,128.75</u></b>
20060	HORIZON COMMERCIAL POOLS	E	01	300	810	000	000	350	Repairs Maint Serv	\$338.80
<b>20060 Total</b>										<b><u>\$338.80</u></b>
20061	INAC INC	E	02	005	770	000	701	319		\$51,338.22
20061	INAC INC	E	02	005	770	000	701	311		\$9,265.06
20061	INAC INC	E	02	005	770	000	701	495		\$10,321.50
20061	INAC INC	E	02	005	770	000	701	401		\$8,813.95
20061	INAC INC	E	02	005	770	000	701	490		\$64,902.83
<b>20061 Total</b>										<b><u>\$144,641.56</u></b>
20062	INDEPENDENCE HEATING & COOLING LLC	E	05	119	850	000	302	311	Prof Tech Services	\$163,513.33
<b>20062 Total</b>										<b><u>\$163,513.33</u></b>
20063	IRON RANGE PIANO LLC	E	01	300	258	003	000	350	Complete New Top Action Including Rails	\$5,000.00
<b>20063 Total</b>										<b><u>\$5,000.00</u></b>
20064	ISMIL CHRIS	E	01	300	296	714	000	364		\$188.25
20064	ISMIL CHRIS	E	01	300	294	714	000	364		\$188.25
<b>20064 Total</b>										<b><u>\$376.50</u></b>
20065	I-STATE TRUCK CENTERS	E	03	005	760	000	720	420	Repair Supplies	\$4.95
20065	I-STATE TRUCK CENTERS	E	03	005	760	000	720	420	Seat back and seat covers	\$577.07
<b>20065 Total</b>										<b><u>\$582.02</u></b>
20066	JS PRINT GROUP INC	E	04	500	560	000	321	311	Prof Tech Services	\$7,316.50
<b>20066 Total</b>										<b><u>\$7,316.50</u></b>
20067	KARICH BRIAN	E	01	300	294	713	000	305	Consulting Fees	\$37.00
20067	KARICH BRIAN	E	01	300	294	713	000	305	Consulting Fees	\$110.00
<b>20067 Total</b>										<b><u>\$147.00</u></b>

20068	KELLY SERVICES INC	E	01	101	420	000	000	307	Sub Paras	\$1,252.99
20068	KELLY SERVICES INC	E	01	116	420	000	000	307	Sub Paras	\$1,396.87
20068	KELLY SERVICES INC	E	04	500	581	000	344	305	Sub Paras	\$77.94
20068	KELLY SERVICES INC	E	01	112	420	000	000	307	Sub Paras	\$2,817.70
20068	KELLY SERVICES INC	E	01	300	420	000	000	307	Sub Paras	\$2,929.93
20068	KELLY SERVICES INC	E	01	101	203	000	000	305	Sub Teachers	\$1,246.59
20068	KELLY SERVICES INC	E	01	116	640	000	316	305	Sub Teachers	\$389.56
20068	KELLY SERVICES INC	E	01	116	420	000	000	307	Sub Teachers	\$779.12
20068	KELLY SERVICES INC	E	01	116	203	000	000	305	Sub Teachers	\$876.51
20068	KELLY SERVICES INC	E	01	112	420	000	000	307	Sub Teachers	\$90.90
20068	KELLY SERVICES INC	E	01	112	203	000	000	305	Sub Teachers	\$532.40
20068	KELLY SERVICES INC	E	01	300	640	000	316	305	Sub Teachers	\$194.78
20068	KELLY SERVICES INC	E	01	300	420	000	000	307	Sub Teachers	\$181.79
20068	KELLY SERVICES INC	E	01	300	211	000	000	305	Sub Teachers	\$2,032.20
20068	KELLY SERVICES INC	E	01	116	420	000	000	307	Sub Paras	\$705.51
20068	KELLY SERVICES INC	E	01	101	420	000	000	307	Sub Paras	\$1,121.09
20068	KELLY SERVICES INC	E	04	500	581	000	344	305	Sub Paras	\$137.89
20068	KELLY SERVICES INC	E	01	112	420	000	000	307	Sub Paras	\$1,264.97
20068	KELLY SERVICES INC	E	01	300	420	000	000	307	Sub Paras	\$1,980.34
20068	KELLY SERVICES INC	E	01	101	203	000	000	305	Sub Teachers	\$1,180.66
20068	KELLY SERVICES INC	E	01	116	420	000	000	307	Sub Teachers	\$194.78
20068	KELLY SERVICES INC	E	04	500	581	000	344	305	Sub Teachers	\$438.25
20068	KELLY SERVICES INC	E	01	300	211	000	000	305	Sub Teachers	\$1,149.20
20068	KELLY SERVICES INC	E	01	112	203	000	000	305	Sub Teachers	\$181.79
20068	KELLY SERVICES INC	E	01	300	211	000	000	305	Sub Teachers	\$1,302.78
<b>20068 Total</b>										<b><u>\$24,456.54</u></b>
20069	KY INTERPRETING SERVICES INC	E	01	300	405	000	740	399	Spec Purchased Services	\$13,275.00
20069	KY INTERPRETING SERVICES INC	E	01	300	405	000	740	399	Spec Purchased Services	\$14,512.50
<b>20069 Total</b>										<b><u>\$27,787.50</u></b>
20070	L & M SUPPLY INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$104.97
20070	L & M SUPPLY INC	E	01	300	211	226	000	401	General Supplies	\$335.86
20070	L & M SUPPLY INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$28.96
20070	L & M SUPPLY INC	E	03	005	760	000	720	420	Light andsnaps for bus 13	\$17.45
20070	L & M SUPPLY INC	E	03	005	760	000	720	401	Headlights and Batteries and Antifreeze	\$85.93
<b>20070 Total</b>										<b><u>\$573.17</u></b>
20071	LAMPPA JOSHUA	E	01	300	292	000	000	366	Travel	\$126.39
20071	LAMPPA JOSHUA	E	01	300	292	000	000	366	Travel	\$1,519.43
<b>20071 Total</b>										<b><u>\$1,645.82</u></b>
20072	LCS COACHES INC	E	01	300	294	714	733	361	Private Trans Cont	\$850.00
20072	LCS COACHES INC	E	01	300	294	714	733	361	Private Trans Cont	\$850.00
<b>20072 Total</b>										<b><u>\$1,700.00</u></b>
20073	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$104.96
20073	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$83.85
20073	LINDE GAS & EQUIPMENT INC	E	01	005	810	000	000	350	Repairs Maint Serv	\$104.96
<b>20073 Total</b>										<b><u>\$293.77</u></b>
20074	MACKIN EDUCATIONAL RESOURCES	E	01	112	203	000	000	401	General Supplies	\$593.46
<b>20074 Total</b>										<b><u>\$593.46</u></b>
20075	MARIUCCI VIDEO PRODUCTION INC	E	19	005	105	000	000	401	General Supplies	\$3,823.18
<b>20075 Total</b>										<b><u>\$3,823.18</u></b>
20076	MCREYNOLDS MARY	E	01	300	297	000	000	430	Instruct Supplies	\$495.45
<b>20076 Total</b>										<b><u>\$495.45</u></b>
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$309.00
20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$13.87

20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$65.36
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$40.02
20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$142.36
20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$173.12
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$132.00
20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$243.79
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$42.67
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$23.91
20077	MENARDS	E	03	005	760	000	720	401	Paint and tape	\$19.90
20077	MENARDS	E	01	300	211	226	000	401	General Supplies	\$577.38
20077	MENARDS	E	01	300	255	000	000	430	Instruct Supplies	\$280.48
<b>20077 Total</b>										<b><u>\$2,063.86</u></b>
20078	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$6,160.85
20078	METRO SALES INC	E	05	005	850	000	302	335	Short Term Lease	\$154.00
<b>20078 Total</b>										<b><u>\$6,314.85</u></b>
20079	MINER'S INC	E	01	101	203	000	000	401	muffins and donuts	\$35.26
20079	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$141.91
20079	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$100.68
20079	MINER'S INC	E	01	300	402	000	740	433	Ind Instructnl Mtrls	\$37.16
20079	MINER'S INC	E	01	300	211	227	000	366	Travel	\$217.45
<b>20079 Total</b>										<b><u>\$532.46</u></b>
20080	MINNESOTA ENERGY RESOURCES	E	01	119	810	000	000	440	Fuel for Buildings	\$506.50
20080	MINNESOTA ENERGY RESOURCES	E	01	101	810	000	000	440	Fuel For Buildings	\$2,777.27
20080	MINNESOTA ENERGY RESOURCES	E	03	005	760	000	720	440	Fuel For Buildings	\$899.38
20080	MINNESOTA ENERGY RESOURCES	E	01	118	810	000	000	440	Fuel for Buildings	\$1,017.05
20080	MINNESOTA ENERGY RESOURCES	E	03	005	760	000	720	440	Fuel For Buildings	\$318.07
20080	MINNESOTA ENERGY RESOURCES	E	01	119	810	000	000	440	Fuel for Buildings	\$301.34
<b>20080 Total</b>										<b><u>\$5,819.61</u></b>
20081	MINNESOTA POWER	E	01	300	810	000	000	331	Electricity	\$396.44
<b>20081 Total</b>										<b><u>\$396.44</u></b>
20082	MINNESOTA TELECOMMUNICATIONS	E	04	500	505	000	321	320		\$173.96
20082	MINNESOTA TELECOMMUNICATIONS	E	03	005	760	000	720	320		\$173.96
20082	MINNESOTA TELECOMMUNICATIONS	E	01	300	211	000	000	320		\$1,826.58
20082	MINNESOTA TELECOMMUNICATIONS	E	01	101	203	000	000	320		\$434.90
20082	MINNESOTA TELECOMMUNICATIONS	E	01	116	203	000	000	320		\$652.35
20082	MINNESOTA TELECOMMUNICATIONS	E	01	112	203	000	000	320		\$652.35
20082	MINNESOTA TELECOMMUNICATIONS	E	01	005	810	000	000	320		\$434.90
20082	MINNESOTA TELECOMMUNICATIONS	R	01	005	000	000	000	099	Miscellaneous	-\$2,974.30
<b>20082 Total</b>										<b><u>\$1,374.70</u></b>
20083	MN SCHOOL BOARDS ASSOCIATION	E	01	005	010	000	000	820	Dues/Mbrshp/Lic Fee	\$95.00
<b>20083 Total</b>										<b><u>\$95.00</u></b>
20084	MONTICELLO HIGH SCHOOL	E	01	300	296	709	000	364	Entry Fees/Student Travel	\$200.00
<b>20084 Total</b>										<b><u>\$200.00</u></b>
20085	MRI SOFTWARE LLC	E	01	005	110	000	000	314	Background Checks for March 2026	\$550.00
<b>20085 Total</b>										<b><u>\$550.00</u></b>
20086	MULCAHY NICKOLAUS LLC	E	05	119	850	000	302	311	Prof Tech Services	\$10,925.00
<b>20086 Total</b>										<b><u>\$10,925.00</u></b>
20087	NORTHERN DOOR & HARDWARE INC	E	05	119	850	000	302	311	Prof Tech Services	\$24,571.75
20087	NORTHERN DOOR & HARDWARE INC	E	01	300	810	000	000	350	Repairs Maint Serv	\$51.50
<b>20087 Total</b>										<b><u>\$24,623.25</u></b>
20088	NORTHERN TWISTARS GYMNASTICS	E	01	005	105	048	000	430	Instructional Supply	\$175.00
<b>20088 Total</b>										<b><u>\$175.00</u></b>

20089	OTT ROBERT	E	01	300	294	713	000	305	Consulting Fees	\$60.00
20089	OTT ROBERT	E	01	300	294	713	000	305	Consulting Fees	\$190.00
<b>20089 Total</b>										<b><u>\$250.00</u></b>
20090	OVERHEAD DOOR COMPANY OF HIBBING	E	01	005	810	000	000	350	Door bus garage fix opener	\$822.50
<b>20090 Total</b>										<b><u>\$822.50</u></b>
20091	PASEK ROBERT T	E	05	119	850	000	302	311	Prof Tech Services	\$64,625.65
<b>20091 Total</b>										<b><u>\$64,625.65</u></b>
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$781.20
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$73.16
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$44.00
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$50.41
20092	PER MAR SECURITY SERVICES	E	05	005	865	000	363	311	Prof Tech Services	\$73.59
<b>20092 Total</b>										<b><u>\$1,110.36</u></b>
20093	PETERSON LINDA E	E	04	701	590	000	350	311	Prof Tech Services	\$2,400.00
<b>20093 Total</b>										<b><u>\$2,400.00</u></b>
20094	PETTY CASH - ATHLETIC OFFICE	E	01	300	298	000	000	364	Entry Fees/Student Travel	\$180.00
<b>20094 Total</b>										<b><u>\$180.00</u></b>
20095	PINNACLE FOOD SERVICE REPAIR LLC	E	05	119	850	000	302	311	Prof Tech Services	\$4,132.12
<b>20095 Total</b>										<b><u>\$4,132.12</u></b>
20096	QUILL	E	01	005	010	000	000	401	General Supplies	\$7.72
20096	QUILL	E	01	005	010	000	000	401	General Supplies	\$7.72
20096	QUILL	E	01	005	010	000	000	401	OFFICE SUPPLIES	\$89.16
20096	QUILL	E	01	005	010	000	000	401	General Supplies	\$3.86
20096	QUILL	E	01	005	010	000	000	401	General Supplies	\$3.86
20096	QUILL	E	01	005	606	000	000	401	HP LASERJET ENTERPRISE M607 TONER CARTRI	\$230.99
<b>20096 Total</b>										<b><u>\$343.31</u></b>
20097	RANGE COOPERATIVE INC	E	03	005	760	000	720	442	Vehicle Gas & Oil	\$760.24
<b>20097 Total</b>										<b><u>\$760.24</u></b>
20098	RANGE PAPER CORPORATION	E	01	101	810	000	000	410	Custodial Supplies	\$606.05
20098	RANGE PAPER CORPORATION	E	01	101	810	000	000	410	Custodial Supplies	\$2,755.60
<b>20098 Total</b>										<b><u>\$3,361.65</u></b>
20099	RANTALA MARY	E	01	300	361	000	475	366	Travel	\$94.25
<b>20099 Total</b>										<b><u>\$94.25</u></b>
20100	RAPIDS RADIO	E	01	300	292	000	000	401	General Supplies	\$264.00
<b>20100 Total</b>										<b><u>\$264.00</u></b>
20101	RATWIK ROSZAK & MALONEY	E	01	005	640	000	316	366	Travel	\$300.00
<b>20101 Total</b>										<b><u>\$300.00</u></b>
20102	ROCK RIDGE EMERGING LEADERS BOOSTER CLI	E	01	005	107	050	000	401	General Supplies	\$4,000.00
<b>20102 Total</b>										<b><u>\$4,000.00</u></b>
20103	SHRED-N-GO - 446138	E	01	101	203	000	000	401		\$85.30
20103	SHRED-N-GO - 446138	E	01	112	203	000	000	401		\$85.30
20103	SHRED-N-GO - 446138	E	01	300	211	000	000	401		\$85.30
20103	SHRED-N-GO - 446138	E	01	005	110	000	000	401		\$85.30
20103	SHRED-N-GO - 446138	E	01	116	203	000	000	401		\$85.30
<b>20103 Total</b>										<b><u>\$426.50</u></b>
20104	SHUBAT TRANSPORTATION	E	01	300	298	000	733	365	Interdept Transport	\$3,800.00
<b>20104 Total</b>										<b><u>\$3,800.00</u></b>
20105	SPELTS WILLIE	E	01	300	211	027	000	366	Travel	\$394.04
<b>20105 Total</b>										<b><u>\$394.04</u></b>
20106	SQUIRES, WALDSPURGER & MACE PA	E	01	005	150	000	000	311	Prof Tech Services	\$1,351.00
<b>20106 Total</b>										<b><u>\$1,351.00</u></b>

20107	STRASSER TIM	E 01 300 211 227 000 366	Travel	\$319.00
20107	STRASSER TIM	E 01 300 361 000 475 366	Travel	\$207.00
<b>20107 Total</b>				<b><u>\$526.00</u></b>
20108	SURLA LARRY W	E 01 005 810 000 000 350	Repairs Maint Serv	\$5,320.00
<b>20108 Total</b>				<b><u>\$5,320.00</u></b>
20109	TACONITE TIRE SERVICE	E 03 005 760 000 720 350	Inspect sub 37	\$99.43
20109	TACONITE TIRE SERVICE	E 03 005 760 000 720 350	Front end work 41	\$1,403.37
<b>20109 Total</b>				<b><u>\$1,502.80</u></b>
20110	TAUS DAVID	E 01 300 296 716 000 305	Consulting Fees	\$175.00
<b>20110 Total</b>				<b><u>\$175.00</u></b>
20111	TRIMARK INDUSTRIAL	E 01 005 810 000 000 350	Repairs Maint Serv	\$159.78
<b>20111 Total</b>				<b><u>\$159.78</u></b>
20112	TRIUMPH EDUCATIONAL CONSULTING	E 01 300 405 000 740 399	Spec Purchased Services	\$455.00
<b>20112 Total</b>				<b><u>\$455.00</u></b>
20113	UNITED GLASS INC	E 05 119 850 000 302 311	Prof Tech Services	\$10,447.15
<b>20113 Total</b>				<b><u>\$10,447.15</u></b>
20114	URGO STEFANIE	E 01 300 155 043 000 401	General Supplies	\$194.42
<b>20114 Total</b>				<b><u>\$194.42</u></b>
20115	US POSTAL SERVICE	E 01 005 110 000 000 401	PERMIT #11	\$370.00
<b>20115 Total</b>				<b><u>\$370.00</u></b>
20116	VIKING AUTOMATIC SPRINKLER COMPANY	E 05 119 850 000 302 311	Prof Tech Services	\$60,195.80
<b>20116 Total</b>				<b><u>\$60,195.80</u></b>
20117	W A FISHER COMPANY	E 01 005 010 000 000 380	Print-Publish	\$48.00
20117	W A FISHER COMPANY	E 01 005 010 000 000 380	Print-Publish	\$48.00
<b>20117 Total</b>				<b><u>\$96.00</u></b>
20118	WALTERS DWAYNE	E 01 300 294 713 000 305	Consulting Fees	\$110.00
<b>20118 Total</b>				<b><u>\$110.00</u></b>
20119	WEST MUSIC	E 01 112 258 000 000 430	255120 Sonor Orff ALS-1 Cording for zylo or me	\$18.00
20119	WEST MUSIC	E 01 112 258 000 000 430	261227 ONOR Orff SCH 23 Brown Hard Wool Fe	\$68.00
20119	WEST MUSIC	E 01 112 258 000 000 430	254829 SONOR Orff SCH 40 Wood Glockenspiel	\$20.00
20119	WEST MUSIC	E 01 112 258 000 000 430	204120 Westco 8" Tambourine with natural he	\$55.80
20119	WEST MUSIC	E 01 112 258 000 000 430	shipping	\$18.18
<b>20119 Total</b>				<b><u>\$179.98</u></b>
20120	WHA GOLF TEAM	E 01 300 296 715 000 364	Entry Fees/Student Travel	\$150.00
<b>20120 Total</b>				<b><u>\$150.00</u></b>
20121	POHAKI LUMBER CO	E 01 005 420 000 372 530		\$1,826.36
20121	POHAKI LUMBER CO	E 01 300 211 224 000 401		\$1,531.36
<b>20121 Total</b>				<b><u>\$3,357.72</u></b>
	PAYROLL 04/15/26			\$868,674.96
	OASDI			\$51,750.23
	MEDICARE			\$12,107.20
	PERA			\$24,435.63
	TRA			\$51,811.22
	TSA MATCH			\$5,019.74
			<b>TOTAL DISBURSEMENTS &amp; PAYROLL</b>	<b><u>\$1,896,368.90</u></b>

Seconded by

that the above resolution be adopted.

Resolution adopted April 27, 2026.

---

Clerk

---

Chairperson



4/27/2026

Dear Minnesota Department of Education,

On behalf of the Rock Ridge Public Schools Board of Education, we are formally responding to the recent American Indian Parent Advisory Committee (AIPAC) vote of non-compliance.

We appreciate the feedback provided by AIPAC and recognize the importance of ensuring that our American Indian Education program operates with transparency, clarity, and in full alignment with Minnesota Statutes. After reviewing the AIPAC letter, the district acknowledges the primary concerns identified, including budget transparency, clarity of communication, goal-setting processes, and AIPAC engagement.

Specifically, the AIPAC letter identifies concerns regarding:

- The need for clear and understandable budget reporting, as prior reports were perceived as overly complex and difficult to interpret (*page 1–2*)
- A lack of formalized goal-setting and voting processes (*page 2*)
- The need for stronger communication and increased participation to ensure effective collaboration (*page 3*)

In response, the district is implementing the following corrective actions:

### **1. Budget Transparency**

Beginning in May 2026, the district will present a clear, simplified, and current budget report at every AIPAC meeting. This report will include:

- Total Indian Education funding
- Amount expended to date
- Remaining balance
- Johnson O. Maley funds
- Grant funding totals and expenditures

These reports will be designed to be accessible and easily understood to support meaningful consultation.

## **2. Data Sharing for Informed Decision-Making**

Also beginning in May 2026, the district will provide consistent data at each AIPAC meeting, including:

- Student enrollment
- Attendance
- Academic performance

This ensures that AIPAC has the necessary information to make informed recommendations aligned to student outcomes.

## **3. Goal Setting and Alignment**

The district acknowledges the concern regarding the absence of formally approved goals. To address this:

- Indigenous Education staff participated in training on the *4 Disciplines of Execution (4DX)* in April 2026
- A joint training for AIPAC members and district staff will take place in August 2026 to establish clear, measurable goals for the 2026–2027 school year
- These goals will be formally reviewed and approved in collaboration with AIPAC

## **4. Strengthening Communication and Collaboration**

To improve communication and trust, the district will implement the *13 Behaviors of High Trust* framework to guide interactions between staff and AIPAC. This work is intended to ensure clear, respectful, and timely communication moving forward.

## **5. Meeting Structure and Governance**

To support clarity, documentation, and timely action, the district will implement the following structures:

- AIPAC will provide a meeting agenda at least two (2) working days prior to each meeting
- The district will ensure all requested information is prepared and shared at meetings
- AIPAC will submit formal recommendations in writing within five (5) working days following each meeting
- The district will formally respond to recommendations in accordance with statutory requirements

## **6. Ongoing Commitment to Collaboration**

The district recognizes AIPAC's desire for increased participation and engagement and will continue working collaboratively to support strong parent representation and involvement.

The Rock Ridge School Board is committed to full compliance with Minnesota Indian Education requirements and to building a transparent, collaborative partnership with AIPAC. We believe the actions outlined above directly address the concerns raised and establish clear systems for sustained compliance moving forward.

We appreciate the opportunity to respond and welcome any additional guidance from the Minnesota Department of Education.

Sincerely,

**Rock Ridge Public Schools Board of Education**

---

John Uhan, Chair

# COLLECTIVE BARGAINING AGREEMENT

between

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



and

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



REPRESENTING:  
**LOCAL UNION # 3**

7/1/202~~3~~5 to 6/30/202~~5~~7

## INDEX

	Agreement	3
1	Recognition	3
2	Definitions	4
3	School Board Rights	5
4	Employee Rights	5
5	Hours of Work	6
6	Rates of Pay	8
7	Holidays	9
8	Vacations	10
9	Leaves of Absence	11
10	Seniority	14
11	Reductions and Layoffs	17
12	Vacancies and Posting	17
13	Discipline, Discharge, and Probationary Period	20
14	Grievance Procedure	20
15	General Provisions	23
16	Transportation	25
17	Health Benefits	28
18	Catastrophic Events	33
Schedule A	Salary Schedule	34
Schedule B	Certification, Licensure, and Special Assignment Pay	35
Appendix A	Bumping	36
19	Duration	37

## **AGREEMENT**

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

### **ARTICLE 1 RECOGNITION**

#### Section A. Exclusive Representative:

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

#### Section B. Appropriate Unit:

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

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

#### Section C. Seniority:

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

#### Section D. Non-Discrimination:

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with

the terms of this Agreement. No discrimination shall be exercised against any employee because of Union membership, race, creed, sex, age, or disability.

## **ARTICLE 2 DEFINITIONS**

### Section A. Terms and Conditions:

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

### Section B. Appropriate Unit:

See Article 1, Section B for definition.

### Section C. School District:

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

### Section D. Spouse/Domestic Partner:

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

### Section E. Full-Time Employees:

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

### Section F. Part-time Employees:

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

### Section G. Qualified Public Employees:

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

### Section H. Temporary Employees

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

Section I. Pro Rata:

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

Section J. Transfer:

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

Section K. Immediate family member:

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

Section L. Other Terms:

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

**ARTICLE 3  
SCHOOL BOARD RIGHTS**

Section A. Inherent Managerial Rights:

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

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

**ARTICLE 4  
EMPLOYEE RIGHTS**

Section A. Request for Dues Check-Off:

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

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

Section B. Fair Share Fee:

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

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

**ARTICLE 5  
HOURS OF WORK**

Section A. Regular Hours, Compensatory Time:

The regular hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week. Compensation for authorized overtime shall be at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall have the option of taking overtime worked as compensatory time off at the rate of one and one-half (1-1/2) for each hour worked if mutually agreed by administration. The compensatory time will be limited to ~~80~~100 hours per year by August 31<sup>st</sup> of the following school year for which it is earned.

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

Section B. Temporary Assignments

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

Section C. Reassignment of Custodians for Operational Needs

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

Section D. Longevity:

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

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

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

Section E. Work Assignments:

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

Section F. Shift Differential:

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

Section G. Call Out During Non-Regular Hours:

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

Section H. ~~Inelegant Weather~~ School Closure:

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

Section I. Mandatory School Closing:

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

Section J. Coaching:

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

### Section K. Break Times:

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

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

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

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

Subd. 5. Lunch Break for Employees Off of School Property. Employees who are performing work off school property, supervising students on field trips or other non-regular events, shall receive a paid 30-minute lunch rather than the duty-free break described in Subd. 1 above.

### Section L. Other Job Classification Overtime

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

Refusal of overtime shall constitute rotation.

### Section M. Paraprofessional Hours for Training and Development

Paraprofessionals will receive a minimum of eight hours of training annually, including six hours completed before the first instructional day of the school year or within 30 days of hire.

Paraprofessionals, ECFE Aides, and Interpreters shall be allowed to review the IEP for any student they work with. Employees shall be scheduled for paid time prior to the start of each school year to review the IEPs of the students with whom they work, including time to ask questions and review the IEP with the assigned case manager. If, during the school year, IEP changes occur or student assignments change, the paraprofessional will be given additional time to review the IEP.

### Section N. Summer 10 Hour Shifts

During weeks where school is not in session, Custodial-Maintenance employees may work a schedule that includes 4- 10-hour shifts rather than a regular 8-hour workday. Such schedule will only be implemented through mutual agreement of the employee and the employer,

and either the employee or the employer can revoke their agreement to the schedule with 4 weeks' notice. If an employee opts to work 10-hour shifts, the employee will not earn or be eligible for overtime unless their worked hours exceed 10 hours in a workday or 40 hours in a week.

## **ARTICLE 6 RATES OF PAY**

### Section A. Wages and Salaries

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 to June 30, 2025.

### Section B.

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

### Section C. Pay Periods

Pay periods shall be twice a month.

## **ARTICLE 7 HOLIDAYS**

### Section A. Paid Holidays

The following Holidays will be paid for full-time employees and part-time employees who work 12 months per year (on a pro-rata basis):

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

The following Holidays will be paid for all other employees:

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

Section B. Weekend Holidays:

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

Section C. School in Session:

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

Section D. Eligibility:

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

Section E. Compensation for Working on Holiday

Employees required to work on any of the above-named holidays shall be compensated at time and one-half (1 ½) rate and have the option of receiving 8 hours of pay for the holiday pay or banking the holiday hours for utilization. Employees shall be eligible to use their banked holiday on an alternate date of their choosing.

**ARTICLE 8  
VACATIONS**

Section A. Eligibility:

This Article shall apply only to regular employees.

Section B. Leave Accrual

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

Section C. Earned Vacations:

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

— Earned vacation shall accrue as follows:

0-1 years	<del>0.0193 hours for each hour paid 3.34 hours for each month of service</del> (to a cap of 40.08 hrs./1 week)
2-4 years	<del>0.03857 hours for each hour paid 6.67 hours for each month of service</del> (to a cap of 80.04 hrs./2 weeks)
5-9 years	<del>0.0577 hours for each hour paid 10 hours for each month of service</del> (to a cap of 120 hrs./3 weeks)
10-14 years	<del>0.07693 hours for each hour paid 13.33 hours for each month of service</del> (to a cap of 160 hrs./4 weeks)
15+ years	<del>0.09616 hours for each hour paid 16.67 hours for each month of service</del> (to a cap of 200 hrs./5 weeks)

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

Section D. Application:

Subd.1. Vacation Carryover. Employees may carry-over up to 120 hours they are eligible to accrue, from year-to-year based on a calendar year.

By May 31 of each year, part-time employees must notify the office if they intend to carryover their vacation accrual or if they would prefer to pay it out. If an employee does not make a determination by May 31 of each year, their vacation shall be paid out by the last payroll of June.

Full-time employees must notify the office of their intent to carryover their vacation accrual by August 31 of each year. If a full-time employee does not make a determination by August 31, their vacation shall be paid out by the last payroll of September.

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

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

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

Subd. 4. Vacation Use on Student Contact Days. Part-time employees shall be allowed to take seven (7) days of vacation every year during student contact days at the discretion of the employee's supervisor.

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

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

## **ARTICLE 9 LEAVES OF ABSENCE**

### Section A. Sick Leave:

Subd.1. All ~~full-time~~ employees shall be entitled to 144 hours of sick leave per year, accumulative to one hundred and thirty (130) working days. Sick leave shall accrue at 1.5 days per month (~~0.06923 hours of sick leave per hour paid~~), based on hours paid each month as it is earned on a proportionate basis to the employee's work year. ~~All part-time employees shall earn sick leave on a pro-rata basis (i.e., 75% employees receive 75% of 144 hours or 108 hours of sick leave).~~ The District may allow acceleration of the accrued days at its discretion for good cause shown.

### Subd. 2.

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

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

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

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

Section B. Workers' Compensation:

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

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

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

Section C. Personal Leave

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

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

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

Section D. Bereavement:

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

Section E. Medical Leave:

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

#### Section F. Parental Leave:

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

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

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

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

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

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

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

#### Section G. Jury Duty

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

#### Section H. Credit

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

Section I. Family or Medical Leave Act

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

Section J. Serious Illness in the Family

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

Section K. Eligibility

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

**ARTICLE 10  
SENIORITY**

Section A. Applicability:

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

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

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

Section B. Standing

Seniority standing shall be granted to all employees covered by this Agreement. The standing is to be determined on the basis of total length of employment for the School District. All new employees shall be placed on the seniority list as of their first date of paid status as a qualified

public employee. In the event that two or more employees are hired on the same date, the following criteria will be used sequentially to determine seniority:

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

Section C. Seniority List:

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

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

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

Section D. Departmental Seniority:

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

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

Paraprofessional/Drivers shall be placed on both the Maintenance and Para Educator seniority lists.

Section E. Full-Time Seniority:

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

Section F. Part-Time Seniority:

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

Section G. Losing Seniority:

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

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

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

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

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

Section I. Duration:

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

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

rights. Employees shall notify the employer (business office) of any changes to their address and current telephone number.

## **ARTICLE 11 REDUCTIONS AND LAYOFFS**

### Section A. Reduction in Force:

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

### Section B. Contracting Out:

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

## **ARTICLE 12 VACANCIES AND POSTING**

### Section A. Posting of Vacancies:

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

Paraprofessional positions that become vacant shall be posted as designated above. Paraprofessionals shall be given due consideration in their expressed preference of assignment with the priority being the operational needs of the District. No paraprofessional shall have the right to the 15 working day trial period.

If a paraprofessional is reassigned during the course of the school year, the employer agrees to first meet with the employee and their Union representative to allow the employee to discuss options for reassignment and to express preference for potential positions. Any paraprofessional being reassigned shall not suffer a loss in hours of work or a change in their scheduled days or a move from their assigned building without mutual agreement. If a position is eliminated, a paraprofessional shall retain their rights under Article 10.

#### Section B. Change in Position:

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

1. Priority to bid on the position will be given to the most senior, full-time employees currently working within the same department as the job opening. Probationary employees shall not be eligible to bid on internal positions. However, if the job is not filled internally, probationary employees shall be given preference to bid prior to hiring externally.
2. If no full-time employee working within the department bids on the position, the most senior, part-time employees currently working within the department will be given priority.
3. If no employee from the department bids on the position, all other employees from outside the department will be given priority based on overall seniority.

#### Section C. Maintenance Departmental Seniority:

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

#### Section D. Testing:

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

#### Section E. Temporary Vacancies

Subd.1. Hiring Process When a temporary employee is hired, the employee and the Union shall be notified in writing of the temporary nature of the position, the approximate duration of the employment, and the wage rate to be paid the employee. The District reserves the right to employ such personnel as it deems desirable or necessary to replace regular employees who have been granted a leave of absence. Any such leave known in advance to be or which exceeds 67 calendar days shall be posted as a temporary position and filled per contractual posting stipulations. Temporary employees who are regular employees, shall be paid as per Appendix A according to year of employment. Temporary employees

outside of the bargaining unit shall be paid according to Board policy and shall not receive fringe benefits. This section shall not negate the callback provision of the contract.

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

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

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

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

#### Section F. Vacancy Application

There shall be at least a five (5) day period for bargaining unit applicants to apply for vacancies or newly created positions posted during the school holidays, breaks, or the summer break period. The district will post all positions on the District website, email to all bargaining unit employees, and one bulletin board per building.

#### Section G. Leaves of absence for Employment Elsewhere

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

#### Section H. War Veterans Rights

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

#### Section I. Lead Custodian

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

### **ARTICLE 13 DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

#### Section A. Probationary Period

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

Section B. Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of fifteen (15) days in any such new classification. During this 15-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees shall have the right to return to the former classification during the 15-day probationary period should they find the new position not to their liking.

Section C. Seniority Date

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

Section D. Dismissals, Demotions, and Transfers

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

**ARTICLE 14  
GRIEVANCE PROCEDURE**

Section A. Definition:

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

Section B. Representative:

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

Section C. Definitions and Interpretation:

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

Subd. 2. Days Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

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

Section D. Time Limitation and Waiver:

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

Section E. Adjustments of Grievance:

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

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

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

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

Section F. Denial of a Grievance:

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

Section G. Arbitration Procedures:

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

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

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

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

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The

parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

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

#### Section H. Election of Remedies and Waiver

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

## **ARTICLE 15 GENERAL PROVISIONS**

#### Section A. Right to Representation

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

#### Section B. Representatives' Right to Investigation

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

Section C. Notice of Termination

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

Section D. Suspension or Dismissal

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

Section E. Driving Laws

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

Section F. Student Employment

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

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

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

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

Section G. Notification of New Hires:

The employer will notify the Union of any new hire with person's name, job title, worksite, location, home address, work telephone number, home and personal cell phone numbers, date of hire, work email address, and personal email address within first twenty (20) days of employment. The employer will also notify the exclusive representation within twenty (20) calendar days of the separation of employment or transfer of a bargaining unit employee out of the bargaining unit.

At least every 120 calendar days, the employer will provide the Union with the contact information for all bargaining unit employees in an Excel file.

Within 30 calendar days of the hire of a new employee, the employer will allow the Union at least 30 minutes of work time to meet in person with the newly hired employee.

Notice of any scheduled orientations will be provided at least 10 days in advance of the scheduled orientation. Any duly-elected steward or union officer meeting with a newly hired employee will be allowed paid work time to attend such meeting or orientation.

Section H. Bulletin Boards:

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

Section I. Damage to Personal Property:

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

Section J. Deferred Compensation:

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

Section K. Labor-Management Committee:

The Employer and the Union agree to the establishment of a labor-management relations committee which shall be utilized to communicate between the parties on a regular basis. The committee may address itself to employment problems encountered by the employees, questions over contract administration, and general activities which shall enhance the joint mission of providing a quality work and educational environment.

The committee shall be composed of three (3) members appointed by the Employer and three (3) members of the Union. Members shall serve until the appointment of any replacement. Meeting shall take place as often as deemed necessary by either party, but at least quarterly. The time and place for these meetings shall be mutually decided, and no employee shall suffer a loss of pay for attending such meeting. The party calling the meeting shall provide the other party with an agenda at least forty-eight (48) hours prior to the meeting. A designated secretary of the committee shall take minutes and a copy shall be approved by both parties.

The parties agree to request an initial training on labor-management committee from the Bureau of Mediation Services.

Section L.

Physical injury, bodily harm, an attempt to harm, or a threat leading to fear of an attack by students against staff shall be reportable to the School District and recorded, in writing, by the District. Incidents will be reported and discussed as legally allowed at the Safety Committee. Minutes of Safety Committee meetings and reports of injury, including cause, shall be provided to the School Board.

**ARTICLE 16  
TRANSPORTATION**

Section A. Hours and Mileage:

All hours worked shall be compensated, all employer directed travel shall be at the IRS mileage rate.

Section B. Transportation Requests:

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

Section C. Licensing:

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

Section D. Physical:

The district shall reimburse employees for all driver annual physicals.

Section E. Extra Hours and Overtime for Transportation:

Extra bus driving assignments will be offered to qualified employees in the impacted classifications as follows:

1. All extra hours or overtime—such as for weekly activities, extra hours due to a shortage of a regular driver, or weekend bus trips, shall be offered among eligible employees by seniority within the impacted classification and rotated on an equal basis. Custodial/Drivers and Drivers shall be considered a single classification for the purposes of offering extra Transportation hours and Transportation overtime.
2. Rotation shall commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours shall be offered by seniority to the employee with the fewest extra hours or overtime hours, per the provisions set forth below. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.
3. The employer shall offer extra hours to part-time bargaining unit employees who have not received 40 hours of work or who would not yet reach 40 hours during the course of working the offered hours/shift.
4. If there are no employees available to work the hours/shift on regular time, the employer shall then offer extra hours to employees who would incur overtime during the course of working the offered hours/shift.
5. If the extra hours will begin during an employee's regular hours of work but

would result in a greater total number of hours of work for the day, the employer shall offer that work to the employee and replace the employee for their regular hours.

6. Extra hours or overtime for employees driving an activity bus assignment, shall be paid for regular driving time and during any additional time when the employee is responsible for the bus (including meal time, during waiting periods during tournaments, etc.)

7. If no bargaining unit employees are available to work extra hours or overtime, the employer may offer the unfilled hours to non-bargaining unit part-time or casual employees.

9. The rotation and extra or overtime hours worked shall be posted and available to view by all employees. The rotation and extra or overtime hours worked shall be posted on a google doc (or similar app) and available to view by all employees.

10. The rotation for assignments will commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours shall be offered by seniority as per 1-9 above. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.

11. Most activity bus runs should be posted with adequate notice of at least one week in advance. Most custodial overtime situations, may be determined only several days in advance, or on the same day extra custodial help is needed.

12. In the event that hours posted for overtime or extra hours are not filled by volunteers from the AFSCME unit, management may post extra hours externally, including for temporary hire.

13. Employees may not use the school bus as a personal vehicle to drive to locations other than that of the specific assignment. However, employees shall be allowed to travel a reasonable distance with the vehicle for fuel, meals, or parking.

14. For overtime or extra hours known more than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 4 hours shall constitute a refusal of the extra hours. For extra hours or overtime known less than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 1 hour shall constitute a refusal of the extra hours. This shall not apply to extra hours and overtime posted in advance electronically for review and sign-up.

15. If a custodial-driver or driver wishes to opt out of being offered additional hours or overtime, they may do so annually by submitting a signed and dated notice to the appropriate department supervisor by August 1.

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

17. The Employer shall prioritize cross-training employees on bus routes to ensure adequate staffing.

Section F. Charter Services:

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

Section G. Pay:

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

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

Subd. 3. All bus trips which require an employee to pull a trailer shall receive an additional \$50.00 per run.

Section H. Limited-Schedule Drivers

Drivers who elect to bid or hire into morning-only or afternoon-only positions shall not be eligible for additional hours as outlined in Section E above unless all other bargaining unit employees have been offered and refused such hours. They shall be offered such hours prior to non-unit employees, including casual employees.

**ARTICLE 17  
HEALTH BENEFITS**

Section A. Insurance Plans

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

1. \$10,000 group term life insurance for all eligible employees who have completed their 6-month probationary period.

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

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

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

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

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

Subd.4. Plan Details.

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

Subd.5. Dental Coverage:

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

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

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

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

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

Any future retiree who was continuously employed by the School District from August 10, 1984 or any date prior to August 10, 1984, until the date of retirement and who is eligible for and actually receiving fringe benefits at the time of retirement shall be grandfathered into the levels of coverage and premium contribution by the School District as specified hereinafter. Within this

group of grandfathered employees is included seasonal employees who have benefit coverage under Section C above. The levels of coverage and School District contribution towards the cost of premiums shall be as follows:

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

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

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

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

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

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

<b>Schedule A</b> 30 hours/week or over employees		<b>Schedule B</b> Less than 30 hours/week employees	
Years of Service	Annual Contribution	Years of Service	Annual Contribution
1-4	\$0	1-4	\$0
5-9	\$200	5-9	\$100
10-14	\$400	10-14	\$200

15-19	\$600	15-19	\$300
20-24	\$800	20-24	\$400
25+	\$1000	25+	\$500

Employee hired BEFORE 07/01/2007

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

Employees hired AFTER 07/01/2007

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

For Employees Listed on the 6/23/2021 HCSP Appendix A (former ISD 2154 employees who would have qualified for benefits under the AFSCME contract with ISD 2154)

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

employee may state their intent to retire in writing prior to April 15<sup>th</sup> to receive this benefit. Any previous contributions by the district to the employee in the form of HCSP contributions shall be subtracted from the maximum entitlement to calculate the remaining contribution installments.

Section F. District Contributions

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

Section G. Survivor Coverage

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

Section H. Flexible Spending Accounts

Part- and full-time employees are eligible to enroll in and contribute to flexible spending accounts. The employer shall provide information to all employees upon hire and during open enrollment.

**ARTICLE 18  
CATASTROPHIC EVENTS**

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

**SCHEDULE A**

**ROCK RIDGE AFSCME HOURLY WAGE SCHEDULE**

**7/1/202~~5~~<sup>4</sup>**

**Maintenance**

Custodian/General	
Maintenance/Grounds/Driver	\$ 25.75
Custodian/General Maintenance/Grounds	\$ 24.90
Lead Custodian	\$ 26.00
Bus Driver	\$ 25.14
Engineer/Plumber	\$ 29.49
Handyman/Carpenter	\$ 27.46
Transportation Maintenance	\$ 27.46

**Secretarial, Clerical**

Secretary/Clerical	\$ 24.87
--------------------	----------

**Media Aide**

Media Aide	\$ 22.00
------------	----------

**Techs**

Technology Support Level 2	\$ 33.49
Technology Support Level 1	\$ 23.22
Technology-Database Specialist	\$ 29.38

**Para Educators; ECFEs, Educational Interpreters**

Paraprofessional	\$ 19.97
<u>Float Paraprofessional</u>	<u>\$ 19.97</u>
<u>EBD Setting 4 Paraprofessional</u>	<u>\$ 20.72</u>
Early Childhood/SPED Aides	\$ 18.15
Interpreter	\$ 22.39
Paraprofessional Student Supervisor	\$ 19.97
	\$
School-Age Childcare	<u>15.00</u> <del>18.15</del>
Paraprofessional/Driver – paid at 20% over the regular paraprofessional rate of pay	

**Certified Occupational Therapy Assistants, Licensed Practical  
Nurses, Registered Nurses**

Health Service Assistant LPN	\$ 25.10
Health Service Assistant RN	\$ 32.87

Upon ratification of the 2025-2027 contract, all active employees covered by the contract shall receive a one-time \$300.00 stipend.

The first pay period following the first day of the 2026-2027 school year, all active employees covered by the contract shall receive a one-time \$150 stipend.

The first pay period following the start of the second semester of the 2026-2027 school year, all active employees shall receive a one-time \$150 stipend.—

**SCHEDULE B**

CERTIFICATION, LICENSURE PAY, AND SPECIAL ASSIGNMENT PAY

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

Salary increases for the Engineer/~~Plumber-B~~ position will be awarded upon successfully obtaining each license.

ENGINEER PLUMBER LICENSE PROGRESSION SCALE

Special Engineers	<del>\$0.25</del> <u>0.50</u> per hour
Second Class C	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$1.00/hour total)</u>
First Class C	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$1.50/hour total)</u>
Chief	<del>\$0.25</del> <u>0.50</u> per hour <u>(\$2.00/hour total)</u>

Pool License (Pool checks) ~~—————~~ \$0.25~~0.50~~ per hour for all employees who hold the necessary Pool License

MPCA Class A Operator	\$0.25 per hour
MPCA Class B Operator	\$0.25 per hour

The Employer will reimburse employees the cost of obtaining or renewing the above licenses, including the cost of renewal and the cost of courses/continuing education (including registration and mileage).

Campus/Boiler Checks

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

Heating Season On Call

November through April, the employer and Engineer/Plumber employees may agree to a schedule for on-call work due to the needs of the department for boiler, plumbing, and heating maintenance. If the employer and the impacted employees reach a mutual agreement to establish on call work, a call schedule would be established with employee input and agreement. Employees on call will be compensated two (2) hours of pay at time and one-half (1-1/2) their regular rate of pay for each weekday (Monday-Friday) on call and three (3) hours pay at time and one-half (1-1/2) for each weekend day spent on call (Saturday, Sunday), or a total of sixteen (16) hours for each week spent on call. In the event of an actual call-out, employees will receive compensation per the existing agreement.

Supervision Work:

- a. Supervision work shall include before school supervision, cafeteria supervision, noontime (recess) supervision, after-school supervision, and club supervision.
- b. Employees performing supervision work shall be paid their regular hourly rate to a maximum of 90 hours per year, as posted.
- c. Supervision positions available to non-teachers shall be posted internally as per Article 12.

## **APPENDIX A BUMPING**

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

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

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

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

**ARTICLE 19**

**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect for a period of July 1, 202~~5~~<sup>3</sup> through June 30, 202~~7~~<sup>5</sup> and continue year to year thereafter unless either party gives notice at least thirty (30) days prior to the annual renewal date of a desire to amend or terminate this Agreement.

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

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

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

ISDDS #2909, Rock Ridge School District

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

By: \_\_\_\_\_  
School Board Chair

By: \_\_\_\_\_  
Council 65 Staff Representative

By: \_\_\_\_\_  
School Board Clerk

By: \_\_\_\_\_  
President of Local #3

By: \_\_\_\_\_  
District Witness

By: \_\_\_\_\_  
Local Witness

# COLLECTIVE BARGAINING AGREEMENT

between

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



and

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



REPRESENTING:  
**LOCAL UNION # 3**

7/1/2025 to 6/30/2027

## INDEX

	Agreement	3
1	Recognition	3
2	Definitions	4
3	School Board Rights	5
4	Employee Rights	5
5	Hours of Work	6
6	Rates of Pay	9
7	Holidays	9
8	Vacations	10
9	Leaves of Absence	11
10	Seniority	15
11	Reductions and Layoffs	17
12	Vacancies and Posting	18
13	Discipline, Discharge, and Probationary Period	20
14	Grievance Procedure	21
15	General Provisions	24
16	Transportation	26
17	Health Benefits	29
18	Catastrophic Events	34
Schedule A	Salary Schedule	35
Schedule B	Certification, Licensure, and Special Assignment Pay	37
Appendix A	Bumping	39
19	Duration	40

## **AGREEMENT**

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

### **ARTICLE 1 RECOGNITION**

#### Section A. Exclusive Representative:

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

#### Section B. Appropriate Unit:

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

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

#### Section C. Seniority:

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

#### Section D. Non-Discrimination:

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with

the terms of this Agreement. No discrimination shall be exercised against any employee because of Union membership, race, creed, sex, age, or disability.

## **ARTICLE 2 DEFINITIONS**

### Section A. Terms and Conditions:

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

### Section B. Appropriate Unit:

See Article 1, Section B for definition.

### Section C. School District:

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

### Section D. Spouse/Domestic Partner:

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

### Section E. Full-Time Employees:

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

### Section F. Part-time Employees:

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

### Section G. Qualified Public Employees:

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

### Section H. Temporary Employees

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

Section I. Pro Rata:

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

Section J. Transfer:

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

Section K. Immediate family member:

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

Section L. Other Terms:

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

**ARTICLE 3  
SCHOOL BOARD RIGHTS**

Section A. Inherent Managerial Rights:

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

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

**ARTICLE 4  
EMPLOYEE RIGHTS**

Section A. Request for Dues Check-Off:

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

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

Section B. Fair Share Fee:

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

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

**ARTICLE 5  
HOURS OF WORK**

Section A. Regular Hours, Compensatory Time:

The regular hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week. Compensation for authorized overtime shall be at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall have the option of taking overtime worked as compensatory time off at the rate of one and one-half (1-1/2) for each hour worked if mutually agreed by administration. The compensatory time will be limited to 100 hours per year by August 31<sup>st</sup> of the following school year for which it is earned.

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

Section B. Temporary Assignments

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

Section C. Reassignment of Custodians for Operational Needs

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

Section D. Longevity:

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

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

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

Section E. Work Assignments:

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

Section F. Shift Differential:

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

Section G. Call Out During Non-Regular Hours:

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

Section H. School Closure:

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

Section I. Mandatory School Closing:

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

Section J. Coaching:

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

Section K. Break Times:

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

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

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

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

Subd. 5. Lunch Break for Employees Off of School Property. Employees who are performing work off school property, supervising students on field trips or other non-regular events, shall receive a paid 30-minute lunch rather than the duty-free break described in Subd. 1 above.

Section L. Other Job Classification Overtime

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

Refusal of overtime shall constitute rotation.

Section M. Paraprofessional Hours for Training and Development

Paraprofessionals will receive a minimum of eight hours of training annually, including six hours completed before the first instructional day of the school year or within 30 days of hire.

Paraprofessionals, ECFE Aides, and Interpreters shall be allowed to review the IEP for any student they work with. Employees shall be scheduled for paid time prior to the start of each school year to review the IEPs of the students with whom they work, including time to ask questions and review the IEP with the assigned case manager. If, during the school year, IEP changes occur or student assignments change, the paraprofessional will be given additional time to review the IEP.

Section N. Summer 10 Hour Shifts

During weeks where school is not in session, Custodial-Maintenance employees may work a schedule that includes 4- 10-hour shifts rather than a regular 8-hour workday. Such schedule will only be implemented through mutual agreement of the employee and the employer, and either the employee or the employer can revoke their agreement to the schedule with 4 weeks' notice. If an employee opts to work 10-hour shifts, the employee will not earn or be

eligible for overtime unless their worked hours exceed 10 hours in a workday or 40 hours in a week.

## **ARTICLE 6 RATES OF PAY**

### Section A. Wages and Salaries

The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 to June 30, 2025.

### Section B.

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

### Section C. Pay Periods

Pay periods shall be twice a month.

## **ARTICLE 7 HOLIDAYS**

### Section A. Paid Holidays

The following Holidays will be paid for full-time employees and part-time employees who work 12 months per year (on a pro-rata basis):

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

The following Holidays will be paid for all other employees:

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

### Section B. Weekend Holidays:

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

Section C. School in Session:

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

Section D. Eligibility:

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

Section E. Compensation for Working on Holiday

Employees required to work on any of the above-named holidays shall be compensated at time and one-half (1 ½) rate and have the option of receiving 8 hours of pay for the holiday pay or banking the holiday hours for utilization. Employees shall be eligible to use their banked holiday on an alternate date of their choosing.

**ARTICLE 8  
VACATIONS**

Section A. Eligibility:

This Article shall apply only to regular employees.

Section B. Leave Accrual

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

Section C. Earned Vacations:

Employees under these provisions shall accrue vacation according to the following schedule. Earned vacation shall accrue as follows:

0-1 years	0.0193 hours for each hour paid (to a cap of 40.08 hrs./1 week)
2-4 years	0.03857 hours for each hour paid (to a cap of 80.04 hrs./2 weeks)
5-9 years	0.0577 hours for each hour paid (to a cap of 120 hrs./3 weeks)
10-14 years	0.07693 hours for each hour paid (to a cap of 160 hrs./4 weeks)
15+ years	0.09616 hours for each hour paid (to a cap of 200 hrs./5 weeks)

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

**Section D. Application:**

**Subd.1. Vacation Carryover.** Employees may carry-over up to 120 hours they are eligible to accrue, from year-to-year based on a calendar year.

By May 31 of each year, part-time employees must notify the office if they intend to carryover their vacation accrual or if they would prefer to pay it out. If an employee does not make a determination by May 31 of each year, their vacation shall be paid out by the last payroll of June.

Full-time employees must notify the office of their intent to carryover their vacation accrual by August 31 of each year. If a full-time employee does not make a determination by August 31, their vacation shall be paid out by the last payroll of September.

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

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

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

**Subd. 4. Vacation Use on Student Contact Days.** Part-time employees shall be allowed to take seven (7) days of vacation every year during student contact days at the discretion of the employee's supervisor.

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

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

**ARTICLE 9  
LEAVES OF ABSENCE**

**Section A. Sick Leave:**

**Subd.1.** All employees shall be entitled to 144 hours of sick leave per year, accumulative to one hundred and thirty (130) working days. Sick leave shall accrue at 1.5 days per month (0.06923 hours of sick leave per hour paid), based on hours paid each month. The District may allow acceleration of the accrued days at its discretion for good cause shown.

Subd. 2.

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

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

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

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

Section B. Workers' Compensation:

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

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

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

Section C. Personal Leave

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

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

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

Section D. Bereavement:

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

Section E. Medical Leave:

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

Section F. Parental Leave:

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

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

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

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

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

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

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

#### Section G. Jury Duty

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

#### Section H. Credit

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

#### Section I. Family or Medical Leave Act

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

#### Section J. Serious Illness in the Family

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

#### Section K. Eligibility

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

## **ARTICLE 10 SENIORITY**

### Section A. Applicability:

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

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

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

### Section B. Standing

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

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

### Section C. Seniority List:

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

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

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

Section D. Departmental Seniority:

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

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

Paraprofessional/Drivers shall be placed on both the Maintenance and Para Educator seniority lists.

Section E. Full-Time Seniority:

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

Section F. Part-Time Seniority:

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

Section G. Losing Seniority:

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

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

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

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

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

Section I. Duration:

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

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

**ARTICLE 11  
REDUCTIONS AND LAYOFFS**

Section A. Reduction in Force:

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

Section B. Contracting Out:

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

## **ARTICLE 12 VACANCIES AND POSTING**

### Section A. Posting of Vacancies:

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

Paraprofessional positions that become vacant shall be posted as designated above. Paraprofessionals shall be given due consideration in their expressed preference of assignment with the priority being the operational needs of the District. No paraprofessional shall have the right to the 15 working day trial period.

If a paraprofessional is reassigned during the course of the school year, the employer agrees to first meet with the employee and their Union representative to allow the employee to discuss options for reassignment and to express preference for potential positions. Any paraprofessional being reassigned shall not suffer a loss in hours of work or a change in their scheduled days or a move from their assigned building without mutual agreement. If a position is eliminated, a paraprofessional shall retain their rights under Article 10.

### Section B. Change in Position:

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

1. Priority to bid on the position will be given to the most senior, full-time employees currently working within the same department as the job opening. Probationary employees shall not be eligible to bid on internal positions. However, if the job is not filled internally, probationary employees shall be given preference to bid prior to hiring externally.
2. If no full-time employee working within the department bids on the position, the most senior, part-time employees currently working within the department will be given priority.

3. If no employee from the department bids on the position, all other employees from outside the department will be given priority based on overall seniority.

Section C. Maintenance Departmental Seniority:

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

Section D. Testing:

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

Section E. Temporary Vacancies

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

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

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

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

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

Section F. Vacancy Application

There shall be at least a five (5) day period for bargaining unit applicants to apply for vacancies or newly created positions posted during the school holidays, breaks, or the summer break period. The district will post all positions on the District website, email to all bargaining unit employees, and one bulletin board per building.

Section G. Leaves of absence for Employment Elsewhere

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

Section H. War Veterans Rights

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

Section I. Lead Custodian

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

**ARTICLE 13  
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

Section A. Probationary Period

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

Section B. Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of fifteen (15) days in any such new classification. During this 15-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. Employees shall have the right to return to the former classification during the 15-day probationary period should they find the new position not to their liking.

Section C. Seniority Date

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

Section D. Dismissals, Demotions, and Transfers

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

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

Section A. Definition:

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

Section B. Representative:

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

Section C. Definitions and Interpretation:

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

Subd. 2. Days Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

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

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

Section D. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty five days after the date of the first

event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

**Section E. Adjustments of Grievance:**

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

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

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

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

**Section F. Denial of a Grievance:**

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

**Section G. Arbitration Procedures:**

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

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

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to

agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty days after request for arbitration. The request shall ask the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

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

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

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

#### Section H. Election of Remedies and Waiver

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

### **ARTICLE 15 GENERAL PROVISIONS**

#### Section A. Right to Representation

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

#### Section B. Representatives' Right to Investigation

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

#### Section C. Notice of Termination

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

#### Section D. Suspension or Dismissal

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

#### Section E. Driving Laws

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

#### Section F. Student Employment

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

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

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

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

#### Section G. Notification of New Hires:

The employer will notify the Union of any new hire with person's name, job title, worksite, location, home address, work telephone number, home and personal cell phone numbers, date of hire, work email address, and personal email address within first twenty (20) days of employment. The employer will also notify the exclusive representation within twenty (20) calendar days of the separation of employment or transfer of a bargaining unit employee out of the bargaining unit.

At least every 120 calendar days, the employer will provide the Union with the contact information for all bargaining unit employees in an Excel file.

Within 30 calendar days of the hire of a new employee, the employer will allow the Union at least 30 minutes of work time to meet in person with the newly hired employee. Notice of any scheduled orientations will be provided at least 10 days in advance of the scheduled orientation. Any duly-elected steward or union officer meeting with a newly hired employee will be allowed paid work time to attend such meeting or orientation.

#### Section H. Bulletin Boards:

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

#### Section I. Damage to Personal Property:

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

#### Section J. Deferred Compensation:

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

Section K. Labor-Management Committee:

The Employer and the Union agree to the establishment of a labor-management relations committee which shall be utilized to communicate between the parties on a regular basis. The committee may address itself to employment problems encountered by the employees, questions over contract administration, and general activities which shall enhance the joint mission of providing a quality work and educational environment.

The committee shall be composed of three (3) members appointed by the Employer and three (3) members of the Union. Members shall serve until the appointment of any replacement. Meeting shall take place as often as deemed necessary by either party, but at least quarterly. The time and place for these meetings shall be mutually decided, and no employee shall suffer a loss of pay for attending such meeting. The party calling the meeting shall provide the other party with an agenda at least forty-eight (48) hours prior to the meeting. A designated secretary of the committee shall take minutes and a copy shall be approved by both parties.

The parties agree to request an initial training on labor-management committee from the Bureau of Mediation Services.

Section L.

Physical injury, bodily harm, an attempt to harm, or a threat leading to fear of an attack by students against staff shall be reportable to the School District and recorded, in writing, by the District. Incidents will be reported and discussed as legally allowed at the Safety Committee. Minutes of Safety Committee meetings and reports of injury, including cause, shall be provided to the School Board.

**ARTICLE 16  
TRANSPORTATION**

Section A. Hours and Mileage:

All hours worked shall be compensated, all employer directed travel shall be at the IRS mileage rate.

Section B. Transportation Requests:

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

Section C. Licensing:

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

Section D. Physical:

The district shall reimburse employees for all driver annual physicals.

Section E. Extra Hours and Overtime for Transportation:

Extra bus driving assignments will be offered to qualified employees in the impacted classifications as follows:

1. All extra hours or overtime—such as for weekly activities, extra hours due to a shortage of a regular driver, or weekend bus trips, shall be offered among eligible employees by seniority within the impacted classification and rotated on an equal basis. Custodial/Drivers and Drivers shall be considered a single classification for the purposes of offering extra Transportation hours and Transportation overtime.
2. Rotation shall commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours shall be offered by seniority to the employee with the fewest extra hours or overtime hours, per the provisions set forth below. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.
3. The employer shall offer extra hours to part-time bargaining unit employees who have not received 40 hours of work or who would not yet reach 40 hours during the course of working the offered hours/shift.
4. If there are no employees available to work the hours/shift on regular time, the employer shall then offer extra hours to employees who would incur overtime during the course of working the offered hours/shift.
5. If the extra hours will begin during an employee's regular hours of work but would result in a greater total number of hours of work for the day, the employer shall offer that work to the employee and replace the employee for their regular hours.
6. Extra hours or overtime for employees driving an activity bus assignment, shall be paid for regular driving time and during any additional time when the employee is responsible for the bus (including meal time, during waiting periods during tournaments, etc.)
7. If no bargaining unit employees are available to work extra hours or overtime, the employer may offer the unfilled hours to non-bargaining unit part-time or casual employees.
9. The rotation and extra or overtime hours worked shall be posted and available to view by all employees. The rotation and extra or overtime hours worked shall be posted on a google doc (or similar app) and available to view by all employees.
10. The rotation for assignments will commence August 1 of each year. Each employee shall be assigned zero (0) hours of extra hours/overtime on that date. Hours

shall be offered by seniority as per 1-9 above. A refusal to accept extra or overtime hours shall be added to the employee's total hours for the purposes of computing extra hours/overtime worked for the rotation.

11. Most activity bus runs should be posted with adequate notice of at least one week in advance. Most custodial overtime situations, may be determined only several days in advance, or on the same day extra custodial help is needed.

12. In the event that hours posted for overtime or extra hours are not filled by volunteers from the AFSCME unit, management may post extra hours externally, including for temporary hire.

13. Employees may not use the school bus as a personal vehicle to drive to locations other than that of the specific assignment. However, employees shall be allowed to travel a reasonable distance with the vehicle for fuel, meals, or parking.

14. For overtime or extra hours known more than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 4 hours shall constitute a refusal of the extra hours. For extra hours or overtime known less than 24 hours in advance, failure by the employee to respond to a call to the employee's phone in 1 hour shall constitute a refusal of the extra hours. This shall not apply to extra hours and overtime posted in advance electronically for review and sign-up.

15. If a custodial-driver or driver wishes to opt out of being offered additional hours or overtime, they may do so annually by submitting a signed and dated notice to the appropriate department supervisor by August 1.

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

17. The Employer shall prioritize cross-training employees on bus routes to ensure adequate staffing.

Section F. Charter Services:

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

Section G. Pay:

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

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

Subd. 3. All bus trips which require an employee to pull a trailer shall receive an additional \$50.00 per run.

#### Section H. Limited-Schedule Drivers

Drivers who elect to bid or hire into morning-only or afternoon-only positions shall not be eligible for additional hours as outlined in Section E above unless all other bargaining unit employees have been offered and refused such hours. They shall be offered such hours prior to non-unit employees, including casual employees.

### **ARTICLE 17 HEALTH BENEFITS**

#### Section A. Insurance Plans

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

1. \$10,000 group term life insurance for all eligible employees who have completed their 6-month probationary period.
2. \$1,000 paid-up life insurance policy for retirees who have worked at least ten (10) continuous years with the District as of the effective date of their retirement. The Employer is self-insured as per attachment.

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

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

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

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

Subd.4. Plan Details.

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

Subd.5. Dental Coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Employee hired BEFORE 07/01/2007**

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

#### Employees hired AFTER 07/01/2007

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

#### For Employees Listed on the 6/23/2021 HCSP Appendix A (former ISD 2154 employees who would have qualified for benefits under the AFSCME contract with ISD 2154)

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

#### Section F. District Contributions

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

#### Section G. Survivor Coverage

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

#### Section H. Flexible Spending Accounts

Part- and full-time employees are eligible to enroll in and contribute to flexible spending accounts. The employer shall provide information to all employees upon hire and during open enrollment.

**ARTICLE 18**  
**CATASTROPHIC EVENTS**

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

**SCHEDULE A**

**ROCK RIDGE AFSCME HOURLY WAGE SCHEDULE**

**7/1/2025**

**Maintenance**

Custodian/General	
Maintenance/Grounds/Driver	\$ 25.75
Custodian/General Maintenance/Grounds	\$ 24.90
Lead Custodian	\$ 26.00
Bus Driver	\$ 25.14
Engineer/Plumber	\$ 29.49
Handyman/Carpenter	\$ 27.46
Transportation Maintenance	\$ 27.46

**Secretarial, Clerical**

Secretary/Clerical	\$ 24.87
--------------------	----------

**Media Aide**

Media Aide	\$ 22.00
------------	----------

**Techs**

Technology Support Level 2	\$ 33.49
Technology Support Level 1	\$ 23.22
Technology-Database Specialist	\$ 29.38

**Para Educators; ECFEs, Educational Interpreters**

Paraprofessional	\$ 19.97
Float Paraprofessional	\$ 19.97
EBD Setting 4 Paraprofessional	\$ 20.72
Early Childhood/SPED Aides	\$ 18.15
Interpreter	\$ 22.39
Paraprofessional Student Supervisor	\$ 19.97
School-Age Childcare	\$ 15.00
Paraprofessional/Driver – paid at 20% over the regular paraprofessional rate of pay	

**Certified Occupational Therapy Assistants, Licensed Practical  
Nurses, Registered Nurses**

Health Service Assistant LPN	\$ 25.10
Health Service Assistant RN	\$ 32.87

Upon ratification of the 2025-2027 contract, all active employees covered by the contract shall receive a one-time \$300.00 stipend.

The first pay period following the first day of the 2026-2027 school year, all active employees covered by the contract shall receive a one-time \$150 stipend.

The first pay period following the start of the second semester of the 2026-2027 school year, all active employees shall receive a one-time \$150 stipend.

**SCHEDULE B**

CERTIFICATION, LICENSURE PAY, AND SPECIAL ASSIGNMENT PAY

Engineer Plumber license progression scale will be as follows:

Salary increases for the Engineer/Plumber position will be awarded upon successfully obtaining each license.

**ENGINEER PLUMBER LICENSE PROGRESSION SCALE**

Special Engineers	\$0.50 per hour
Second Class C	\$0.50 per hour (\$1.00/hour total)
First Class C	\$0.50 per hour (\$1.50/hour total)
Chief	\$0.50 per hour (\$2.00/hour total)

Pool License (Pool checks) \$0.50 per hour for all employees who hold the necessary Pool License

MPCA Class A Operator	\$0.25 per hour
MPCA Class B Operator	\$0.25 per hour

The Employer will reimburse employees the cost of obtaining or renewing the above licenses, including the cost of renewal and the cost of courses/continuing education (including registration and mileage).

Campus/Boiler Checks

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

Heating Season On Call

November through April, the employer and Engineer/Plumber employees may agree to a schedule for on-call work due to the needs of the department for boiler, plumbing, and heating maintenance. If the employer and the impacted employees reach a mutual agreement to establish on call work, a call schedule would be established with employee input and agreement. Employees on call will be compensated two (2) hours of pay at time and one-half (1-1/2) their regular rate of pay for each weekday (Monday-Friday) on call and three (3) hours pay at time and one-half (1-1/2) for each weekend day spent on call (Saturday, Sunday), or a total of sixteen (16) hours for each week spent on call. In the event of an actual call-out, employees will receive compensation per the existing agreement.

Supervision Work:

- a. Supervision work shall include before school supervision, cafeteria supervision, noontime (recess) supervision, after-school supervision, and club supervision.
- b. Employees performing supervision work shall be paid their regular hourly rate to a maximum of 90 hours per year, as posted.
- c. Supervision positions available to non-teachers shall be posted internally as per Article 12.

## **APPENDIX A BUMPING**

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

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

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

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

**ARTICLE 19**

**DURATION**

The terms and conditions of this Agreement shall remain in full force and effect for a period of July 1, 2025 through June 30, 2027 and continue year to year thereafter unless either party gives notice at least thirty (30) days prior to the annual renewal date of a desire to amend or terminate this Agreement.

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

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

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

ISD #2909, Rock Ridge School District

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

By: \_\_\_\_\_  
School Board Chair

By: \_\_\_\_\_  
Council 65 Staff Representative

By: \_\_\_\_\_  
School Board Clerk

By: \_\_\_\_\_  
President of Local #3

By: \_\_\_\_\_  
District Witness

By: \_\_\_\_\_  
Local Witness

**DRAFT**

# Rock Ridge Public Schools

## 2026-2027 School Calendar

July				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August					6
3	4	5	6	7	1
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

September					20
	1	2	3	4	19
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

October					20
			1*	2	20
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

November					19
2	3	4**	5	6	18
9	10	11	12	13	
16	17	18	19	20	
23	24	25^	26	27	
30					

December					17
	1	2	3	4	17
7	8*	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

January					19
				1	18
4	5	6	7	8	
11	12	13	14	15**	
18	19	20	21	22	
25	26	27	28	29	

February					18
1	2	3	4	5	18
8	9	10	11	12	
15	16	17	18	19*	
22	23	24	25	26	

March					20
1	2^	3	4	5	19
8	9	10	11	12	
15	16	17	18	19**	
22	23	24	25	26	
29	30	31			

April					21
			1	2	20
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27*	28	29	30	

May					20
3	4	5	6	7	19
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27**	28	
31					

June					
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

**Graduation Date: May 28, 2027**

	First & Last Pupil Days
	No School
	Student Contact Days
	Conference Exchange Day <small>(no students or teachers)</small>
	Inservice Days (no students)
	Inservice Days (no students) <small>Flex Day</small>
	Inservice Days for ALL staff AFSCME and Teachers

*Midterm (Quarter 1)	Oct. 1
**Quarter 1	Nov. 4
*Midterm (Quarter 2)	Dec. 8
**Quarter 2	January 15
*Midterm (Quarter 3)	Feb. 19
**Quarter 3	Mar. 19
*Midterm (Quarter 4)	April 27
**Quarter 4	May 27

^Trimester 1	Nov. 25
^Trimester2	Mar. 02
^Trimester 3	May. 27
Pupil Days	169
Conf. Exchange	1
Inservice days	10
Teacher Days	180

**AMENDMENT**

THIS AMENDMENT to Contract No. 17891 is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department (PHHS), hereinafter referred to as "COUNTY," and, **ROCK RIDGE PUBLIC SCHOOLS ISD 2909** hereinafter referred to as "PROVIDER", 1405 Progress Parkway, Virginia, Minnesota, 55792, for the period of February 1, 2025 through May 31, 2027.

WITNESSETH:

WHEREAS, the parties desire to amend the contract for Public Health Protective Factors in order to: extend the term of the Agreement (Section 1).

WHEREAS, the County is authorized to enter into contract with provider for these services by Board Resolution # **25-37** and Minnesota Statutes, Section 254A.02 subd.17; and

WHEREAS, this Amendment shall be incorporated by reference and included as part of the original Agreement between the parties; and

WHEREAS, all other provisions of the original Agreement shall remain in full force and effect.

NOW, THEREFORE, the parties mutually agree that the following sections shall be replaced with the following:

**TERM OF THE AGREEMENT**

1. This Agreement shall commence on February 1, 2025, and terminate on May 31, 2027.

IN WITNESS WHEREOF, the County and Provider agree that this Amendment is effective from February 1, 2025, through May 31, 2027.

**ROCK RIDGE PUBLIC SCHOOLS**

**COUNTY OF ST. LOUIS**

\_\_\_\_\_  
Dr. Noel Schmidt  
Superintendent

\_\_\_\_\_  
Mike Jugovich  
Board Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John Uhan  
School Board Chair

\_\_\_\_\_  
Linnea B. Mirsch  
Deputy County Administrator  
– Community & Human Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID #85-1299384

\_\_\_\_\_  
Nancy Nilsen  
Auditor

Date: \_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

Date: \_\_\_\_\_

AW/ahs

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department (PHHS), hereinafter referred to as "COUNTY," and, **ROCK RIDGE PUBLIC SCHOOLS ISD 2909** hereinafter referred to as "PROVIDER", 1405 Progress Parkway, Virginia, Minnesota, 55792, for the period of February 1, 2025 to July 31, 2026.

### WITNESSETH

WHEREAS, the County, through its Public Health and Human Services Department ("Department") has identified a certain population in need of Public Health Protective Factors; and

WHEREAS, the Provider represents they are qualified to provide these services; and

WHEREAS, the County is authorized to enter into contract with Provider for these services by Board Resolution # 25-37 and Minnesota Statutes, Section 254A.02 subd.17; and

WHEREAS, the County wishes to purchase such services from Provider, assisted with County Levy Funding ; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and Provider agree as follows:

### TERM OF THE AGREEMENT

1. This Agreement shall commence on February 1, 2025, and terminate on July 31, 2026.

### SERVICES TO BE PROVIDED

2. Provider will furnish the following services (hereinafter referred to as "Purchased Services"): Public Health Protective Factors, implemented through *Community Engagement and Career Academy Services*.

### SCOPE OF WORK

3. The specific scope of services per this Agreement are further outlined and incorporated herein as in **Exhibit A**, entitled **SCOPE OF WORK**, and made a part of this Agreement.
  - 3.1 The Provider shall provide all personnel needed to perform services under this Agreement. The Provider shall appoint a liaison person responsible for the overall administration of the project and communication with the County and is identified in Section **40.1**

## COST AND DELIVERY OF PURCHASED SERVICES

4. Cost for covered services is as follows:

- 4.1 The maximum amount to be paid under this Agreement shall not exceed \$128,500.
- 4.2 Services rendered and expenditures incurred by Provider shall be in accordance with the budget table below and further outlined in Provider's line-item budget, incorporated herein as in **Exhibit B**, entitled **Budget**, and made a part of this Agreement.

Service	Brass Code	Accounting Code	Maximum	Billing
PH Protective Factors	NA	230-233001-629900-99999-23300105-9999	\$128,500	Purchase Order
<b>Contract Maximum TOTAL</b>			<b>\$128,500</b>	

- 4.3 Provider may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this Agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.
- 4.4 Services are provided at 601 North First Street South, Aurora Minnesota, 55705 and other locations in St. Louis County as mutually agreed upon.

## BILLING AND PAYMENT

5. Method for Billing

Provider shall submit billing documentation on a monthly or quarterly basis, by the 10th day of the following invoice service term.

- 5.1 Any service billing categorized as **PURCHASE ORDER** (Section 3.3) shall receive a **PURCHASE ORDER (P.O.)** from **St. Louis County Purchasing Division** and requires the P.O. number on all associated invoices. Invoices shall be submitted to:

Ray Jobe, PH Coordinator  
[JobeR@StLouisCountyMN.gov](mailto:JobeR@StLouisCountyMN.gov)

6. Method of Payment

6.1 County will reimburse costs incurred, outlined in **Exhibit B** within thirty (30) days of approving the invoice and supporting documentation. Payment questions can be directed to:

Ben Manley  
Fiscal Manager  
[ManelyB@stlouiscountymn.gov](mailto:ManelyB@stlouiscountymn.gov)

6.2 Reimbursement for eligible expenses under this Agreement may be contingent upon County receipt and review of reporting requirements and other documentation County may request to substantiate Provider compliance with the Agreement. County's obligation to make payment hereunder is subject to audit by County or its duly authorized designee and said audit shall be the final determination of County's payment obligation.

6.3 The Provider certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Provider further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service, and if the services are being purchased from another public agency, the cost reasonably assignable to such service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

6.4 The Provider shall promptly reimburse to County any payments received in excess of required payments hereunder.

6.5 The County shall not be obligated to honor claims for nor shall Provider claim for any services furnished or costs incurred by Provider which are not specifically provided for hereunder or requested by County in writing during the term of this Agreement.

**REPORTING**

7. Reporting Requirements:

7.1 Provider shall submit reporting to the Public Health and Human Service Department according to the terms outlined in **Exhibit C**, entitled **REPORTING**, and made part of this Agreement.

7.2 Provider shall participate in all required evaluation activities with the support of County.

7.4 Submit Reporting to:

Ray Jobe, PH Coordinator  
[JobeR@StLouisCountyMN.gov](mailto:JobeR@StLouisCountyMN.gov)

Cc: Abby Schaefer, Contract Services Representative  
[SchaeferA@stlouiscountymn.gov](mailto:SchaeferA@stlouiscountymn.gov)

## AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES

8. The Provider shall keep complete books and records according to generally accepted accounting principles. Provider's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and the Minnesota Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Minnesota Department of Human Services and, if federal funds are used for any work under this Agreement, by the U.S. Department of Health and Human Services, the Comptroller General of the United States, or a duly authorized federal representative. The Provider agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
9. To the extent this agreement involves the use of Federal funds, such funds are subject to the requirements under the Single Audit Act (31 U.S.C. § § 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
10. The Provider shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Provider which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.
11. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Provider pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to this Agreement. Provider agrees to cooperate with County in the conduct of any such survey or evaluation.

## LIMITATIONS ON THE NON-DISCLOSURE OF INFORMATION OR DATA

12. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
13. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Agreement, all of the data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Provider must comply with those requirements as if it were a government entity. Provider shall not provide public access to or release to the public or any third party any data relating to the Agreement without the County's prior written approval. If Provider receives a request for data relating to the Agreement, Provider shall forward the request to the County for response

14. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.
15. Provider will not by any means record, facilitate recording, or allow to be recorded any communications, conversations, phone calls, images, or meetings with or involving the County, its employees, and/or its agents without the written consent of County representatives. Provider also will not by any means capture, transfer, or submit data received from the County into an artificial intelligence (AI) tool without the written consent of County representatives.

#### **FAIR HEARING AND GRIEVANCE PROCEDURES**

16. To the extent Minnesota Statutes, Section 256.045 is applicable to this Agreement, the Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established therein.

#### **EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION**

17. Provider will comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination, including but not necessarily limited to the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.
18. It is St. Louis County's policy that all contractors desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the Provider's do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

#### **BONDING, INDEMNITY AND INSURANCE**

19. **Bonding:** The Provider shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.

20. **Indemnity:** The Provider does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
- 20.1 By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
  - 20.2 By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 20.3 By reason of any negligent act or omission or intentional act of the Provider its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of Purchased Services, under this Agreement; or
  - 20.4 From all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of this Agreement under any circumstances.
21. **Insurance:** The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Public Health and Human Service Department Contract Services office within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation non-renewal, or material change to all named and additional insureds. The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider .
22. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

22.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and  
\$500,000 to any claimant in any other case.  
\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

#### 22.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

Must cover owned, non-owned and hired vehicles.

#### 22.3 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

#### 22.4 Professional Liability Insurance For Licensed Professionals

Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate. This provision applies only in situations where Provider's staff or volunteers are performing licensed professional services under this Agreement.

### **MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES**

23. The Provider hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by Provider for services of the type being purchased to individuals of the type included under the Purchase Agreement.

### **CONDITIONS OF THE PARTIES' OBLIGATIONS**

24. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed. This Agreement will supersede all other oral and written agreements prior to execution of this document.
25. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
26. The Provider agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of

Provider's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the Provider and community.

27. The Provider agrees that in any reports, news releases, public service announcements or publications regarding the Provider's program, the County will be identified as a funding source.

#### **SUBCONTRACTING AND ASSIGNMENT**

28. The Provider shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

#### **INDEPENDENT CONTRACTOR**

29. That at all times and for all purposes hereunder, Provider will be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement will be construed so as to find Provider to be an employee of the County, and Provider will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
30. Provider acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Provider and that it is Provider's sole obligation to comply with the applicable provisions of all federal and state tax laws;
31. Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;
32. Provider is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

#### **CANCELLATION, DEFAULT AND REMEDY**

33. This Agreement may be terminated under the following circumstances:
  - 33.1 By mutual written Agreement of the parties;
  - 33.2 By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination;
  - 33.3 Services under this Agreement is denied, suspended, lapses, expires or is terminated, effective immediately without notice to Provider;
  - 33.4 If Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this will constitute a default. Unless the Provider's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

- 33.5 The County may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be written notice to the Provider. The County is not obligated to pay for any services that are provided after notice and effective date of termination. The County must supply Provider with notice of the lack of funding within a reasonable time of the County receiving that notice.
34. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent will not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
35. Provider will be paid for actual work done to the date of termination. All documents completed by Provider through the date of termination will become the property of the County.

#### **MERGER**

36. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between Provider and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
37. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Sec. 256.0112 MN Statutes.

#### **SEVERABILITY**

38. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

#### **DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY FOR MENTAL HEALTH CONTRACTS**

39. In the event this Agreement is related to mental health services in accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement. Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and Provider. Provider specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed

to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

## NOTICES/COMMUNICATIONS

40. All notices and demands pursuant to this Agreement will be directed in writing to:

**ROCK RIDGE PUBLIC SCHOOLS**

Dr. Noel Schmidt  
Superintendent  
601 North First Street South  
Aurora, MN 55705  
[Noel.schmidt@rrps.org](mailto:Noel.schmidt@rrps.org)  
218-742-3901

**ST. LOUIS COUNTY**

Linnea Mirsch  
Director, PHHS  
320 West Second Street, Suite 6E  
Duluth, MN 55802  
218-726-2097  
[MirschL@stlouiscountymn.gov](mailto:MirschL@stlouiscountymn.gov)

40.1 All communication regarding the provision of services pursuant to this Agreement shall be directed to:

**ROCK RIDGE PUBLIC SCHOOLS**

Willie Spelts  
Director of School to Work Engagement  
[Willie.spelts@rrps.org](mailto:Willie.spelts@rrps.org)  
218-290-1237

**ST. LOUIS COUNTY**

Ray Jobe  
Program Coordinator  
[JobeR@stlouiscountymn.gov](mailto:JobeR@stlouiscountymn.gov)  
218-725-5144

## OTHER CONDITIONS

41. Compliance with Laws/Standards: Provider shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which Provider is responsible.

42. In the event this Agreement involves the provision of home and community-based services as defined in Minnesota Statutes chapter 245D, Provider agrees to abide by the Minnesota Olmstead Plan and/or the Olmstead Minnesota Statutes, Chapter 245D which establishes licensing standards that ensure and protect the health, safety and rights of people who receive services. This includes but is not limited to the Provider implementing services:

42.1 In response to the person's identified needs, interests, preferences and desired outcomes as specified in the person's plan; and

42.2 In a manner consistent with the principles of person-centered service planning and delivery, self-determination and providing the most integrated setting and inclusive service delivery options.

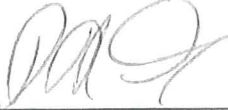
43. Licenses: Provider shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Agreement. Provider shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
44. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.
45. By entering into this Contract, Provider certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years, pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

#### **FINAL AGREEMENT**

46. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from February 1, 2025 through July 31, 2026.

**ROCK RIDGE PUBLIC SCHOOLS**



Dr. Noel Schmidt  
Superintendent

Date: 3/11/25

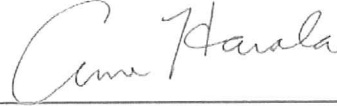


John Uhan  
School Board Chair

Date: 3/18/25

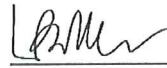
Federal Tax ID #85-1299384

**COUNTY OF ST. LOUIS**



Annie Harala  
Board Chairperson

Date: 3/24/25



Linnea B. Mirsch  
Director, Community & Human Services

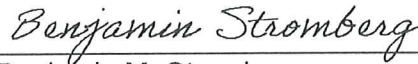
Date: 3.19.25



Nancy Nilsen / Phil Chapman  
Auditor / Deputy Auditor

Date: 3/25/25

Approved as to form and execution:



Benjamin M. Stromberg  
Assistant County Attorney

Date: 3/27/2025

AW/ahs

## SCOPE OF WORK EXHIBIT A

### Description of Service

Last year, our Career Counselor hosted three Career Fairs within our high school: law enforcement, health, and engineering. These fairs were open to all 9-12 grade students and included speakers as well as hands on tables where students could speak to industry professionals and learn more about specific careers.

Each week, starting one month into each semester, our Career Explorations teachers hosted speakers from a variety of employers to share about their experiences in their careers. Students listened, engaged, and reacted to each presentation, exploring their own interest in a given career field.

Last year, our PCN Coordinator began utilizing Innerview with her students, which was also shared with clubs across the school. The effect has been positive for the three student groups that routinely use the platform; however, it is underutilized and only reaches a small percentage of students. Students engaging with the platform have a visually appealing record of volunteer hours and types of volunteer work. In addition, this follows students throughout their high school career, providing them with a robust record of their community participation and commitment to service when they graduate.

Rock Ridge Public Schools is committed to connecting students to the community through our Academies style school. The ultimate goal of Rock Ridge is to better prepare all students for the best opportunities available to them. It represents a transformative way of delivering education that will create excitement about the learning process and provide confidence and direction for a bright future, both for students and our community. Integration of this vision is ongoing, as our consolidated district moved into the same high school building one year ago. To help move our district into a position where we are providing these opportunities for all our students, we are proposing to create a solid foundation of community involvement through an array of activities we feel will best meet the needs of our students.

Our proposal is straightforward but will take a significant amount of planning and coordination to fully implement. We will connect the school and community through inviting in speakers to our Career Exploration classes; bring students on field trips to show them the myriads of opportunities that exist across the state of Minnesota and that are available to them on the Iron Range; arrange services learning projects and job shadowing opportunities; and connect our students with real-world learning concepts. While some of these activities have already started, it is important to note that a significant amount of time for each of these activities is spent writing small grant proposals to cover the cost for each activity. Opportunities for students are currently limited by funding and the time

available for teachers to do their own grant writing to cover the cost of transportation and other associated costs. The number of students able to participate is also limited by funding, creating disparities that need not exist.

Creating strong relationships between our students and community businesses not only showcases the career opportunities available to them but also shows students that our community cares about their wellbeing and their future. Feeling connected in your community and high school supports positive childhood experiences, which work to mitigate the effects of ACEs in a child's life.

Our proposal includes celebrating our students' achievements. There is a strong recognition of sports in our building. In order to share other ways our students are successful, we will showcase their artwork across the building, sharing with the community at regular intervals.

We will encourage students to volunteer, using Innerview to help track volunteer hours and types of community service. Presentations on how to use Innerview will be made to each club and sport within the school and will be shared with students in the general population during in-class presentations. Innerview tracks volunteer hours and creates a report students can use when applying for programs, colleges, and jobs. It is free for students to use and includes recognition for students who have devoted their time to volunteering.

We will use funds to host a Powwow at Rock Ridge Public Schools, open to the public as well as students. This has not yet been able to happen, although interest is high. In the winter of 2023, Indigenous leaders shared information with our entire student body about what a Powwow is as well as songs and dancing. Students were interested and engaged.

Funding through the Indigenous Education department only allows for the cost of events geared towards Indigenous students. This funding would allow for a Powwow that would be open to all students and the community.

Finally, our program will create space for students to stay after school for events as well as cover the cost of sports passes for students. In our community, transportation is a significant concern and a reason some students do not attend dances and major games or musical productions. While we do not have the infrastructure in place to create an afterschool program for daily needs, we can intentionally create a safe space for students to stay and work on homework or play board games during high-attendance periods to help encourage participation. Currently, students must pay \$5 to attend sporting events or \$20 for an annual pass. Reducing the barrier to entry by covering the cost of all sports passes for 7-12 graders will increase support of our athletes as well as give spectators a safe and

healthy evening activity. This will help create connectedness to the school and across students.

While this proposal may appear expansive, it truly works to create connection between students and the community at all levels of engagement.

Our proposal will operate under Community Engagement. We will focus on:

- Collaborating with Local Organizations
- Community Based Learning
- Family and Community Events
- Showcasing Student Achievements
- Volunteer Opportunities
- After-school Programing

We will strengthen the connection between our school and the broader community to support students' learning and development. Students who feel a sense of belonging in high school are less likely to engage in risky behaviors and have built-in resilience to the effects of ACEs. By providing students with opportunities that connect them to the community, they will see the community cares about their well-being and understand there is a place for them on the Iron Range. In addition, students who do not have a strong sense of purpose will be given ample options to see where they fit in and how best to use their strengths.

Our plan will begin with planning in the late winter/early spring of 2025. Following intentional planning we will:

- Spring 2025 - host a Powwow for the community at RRHS ○ Evaluate student and community experience through interview
- Spring 2025 - host at least one Career Fair with interactive tables ○ Evaluate student experience through survey
- Spring 2025, Fall 2026, Winter 2026 - presentation to all clubs, activities, and Career Exploration classes on how/why to use Innerview
  - Evaluate based on utilization records through platform
- Starting in the Spring of 2025 and at least quarterly, provide after school programming, allowing students to stay between school and one major evening school activity to increase participation for all students ○ Evaluate based on participation

- Fall 2025 - provide all 7-12 students with annual sporting event passes ○ Evaluate based on participation in attendance compared to 2024-25 school year (which had no free passes)
- 2025-2026 school year - increase our Career Fairs hosted within the school from three to five ○ Evaluate both student and presenter experience through survey
- 2025-2026 - increase the number of students participating in job shadowing from 30-60 per semester to 120 ○ Evaluate both student and community experience through survey
- 2025-2026 - continue hosting speakers and be able to deepen these relationships with local employers
  - Evaluate both student and presenter experience through interview
- Spring 2026 - build week of experience into job shadowing/apprenticeship plan ○ Evaluate both student and community experience through survey
- Spring 2026 - host a Powwow for the community at RRHS ○ Evaluate student and community experience through interview

Evaluation will be through survey implementation with students to rate experiences as well as intercept and in-depth interviews. This will allow for a variety of responses and increase usefulness of data received. Evaluations will be created by the Director of School to Work Engagement and shared with Career Exploration teachers and Career Counselor. In addition, RRPS participates in the MSS. We anticipate improvement in students understanding that their community cares about them, which will also be intentionally presented to students throughout events. We will further track absenteeism, as we anticipate a reduction as we increase engagement. This will likely be most apparent through our ALP students who are at highest risk and who have the highest opportunity for improvement to their school experience.

Students who feel a sense of belonging in high school and who have at least two non-parents/caregivers who take a genuine interest in them have lower rates of substance use and report lower rates of depression and anxiety. We anticipate a reduction in substance use as reported in the MSS and in an additional annual student survey we conduct. We will see a decrease in absenteeism, which will have positive ripple effects on academic performance due to increased education engagement.

Willie Spelts is our Director of School to Work Engagement. He is working to build relationships within the community to create avenues for apprenticeships, field trips, job-shadowing opportunities, and speakers. Willie focuses on long-term relationship-building to secure repeat opportunities to work with local companies. Willie would oversee this

project and continue to provide support to the Career Counselor and Career Explorations teachers.

Jill Oja is our Career Counselor, focused on connecting students to opportunities within the community. She also arranged for our first ever Career Fairs within the high school as well as field trips to local businesses and community colleges.

Kyle Hammer and Susan Ellefson are our Career Explorations teachers. They bring in speakers to classrooms once per week. These are professionals that share their experiences as well as information on how to pursue a career in a given field. Kyle also requires each of his students to fulfill one job-shadow or career interview each semester.

Our Positive Community Norms (PCN) Coordinator will share Innerview across all club and sports organizations as well as within Career Exploration classrooms so all students will understand how and why to use the service. This information will also be shared with the Career Counselor to add to the sustainability of its use. In addition, the PCN Coordinator and the PCN student group leader will use their time to host after school activities in between school and high attendance evening activities to encourage students who do not have transportation to attend.

Our Indigenous Education Director will coordinate a Powwow in the Spring to encourage community and student involvement in a locally relevant cultural experience. This will support the Indigenous youth of our community as well as increase knowledge of the rest of our student body.

Team members focused on community engagement will meet at least quarterly to plan and evaluate all activities. This will allow for real-time communication and adjustments. Evaluation will occur throughout, following each major activity, for example, following each career fair, apprenticeships, and speakers. In addition to students being asked about their experience, they will be asked how this affects their community connectedness and their understanding of how the community cares about them. This is meant to emphasize to students why local businesses are investing their time and that it is not only a requirement for a given class or topic. Periodic elevations will also be asked of community organizations that participate to ensure it is a positive experience for them as well in order to continue building relationships.

Our proposal will serve the students of Virginia, Eveleth, Gilbert, and the surrounding townships, which make up Rock Ridge Public Schools. In addition to a traditional public-school setting, Rock Ridge also houses an Alternative Learning Program. Students in both the traditional and ALP setting would benefit from services.

One of our team members is now the Career Counselor but has previously been a student-body counselor. She will help to keep the needs of students from all socioeconomic backgrounds at the forefront of discussions. Our Indigenous Education Director is also a team member and will help to bring in perspectives of some of our more marginalized student groups. Our PCN Coordinator, who focuses significantly on belonging within the school to prevent substance use, will likewise work to ensure plans include transportation and cost for students as part of the discussion to make sure all students have equal access to opportunities. Evaluations will include questions that allow students to self-identify ways to increase inclusivity at each activity.

Activities will either include all students 9-12, in the case of Career Fairs; all students across one grade level; all students 7-12 in the case of afterschool programming; or all students interested in a given field or part of a specific academy in the case of field trips.

Activities such as the Powwow, afterschool programs, and student passes for all students will be open to all students at Rock Ridge, regardless of ability to pay. This will reduce the barrier of needing to fill out paperwork to receive a scholarship and show through action that these are truly meant for all students.

Our anticipated short-term impact is to increase students' understanding that the community cares about them and that they have a place of belonging in high school, no matter what their aspirations may be. We further anticipate an increase in participation in school activities and attendance at school events, which will only serve to increase students' sense of belonging. Creating space where students can stay prior to major games or non-athletic events will show students that their participation is truly important and desired.

Our anticipated long-term impact is a decrease in substance use across grade levels as well as decrease in reported feelings of depression and anxiety. We also anticipate increased understanding of local cultural customs by hosting a Powwow on site, which will improve outcomes specifically for our Indigenous students. We will see a decrease in absenteeism as educational engagement increases.

We will use funds to ensure all students who want to attend sporting events can, regardless of their ability to pay. We will create a safe space for students to stay prior to major events, reducing disparity caused by transportation concerns. Food will be available during this after school time, further reducing disparity in ability to participate in school and community traditions.

EXHIBIT B  
BUDGET

Activity	Expense
Salary for coordinator (.3FTE)	\$30,000
Field Trips (one each semester Career Explorations)	\$9,500
Field Trips (one each semester trade-specific)	\$9,500
Career Fairs (5 annually)	\$40,000
After School Programing	\$7,500
Powwow (one each spring)	\$10,000
Sports Passes (all 7-12 graders)	\$22,000
<b>Total</b>	<b>\$128,500</b>

Reporting (Contracts Starting 2/1/25)	Reporting Period	Due	Reporting Period	Due	Reporting Period	Due
<i>Standard Deliverables</i>	2/1/25 - 5/31/25	6/15/2025				
Goals & Objectives: Clearly state the main objectives of the project/proposal.						
Key Milestones: Define 3-5 key milestones with timelines.						
Outputs: What are the tangible results delivered.						
Outcomes: High-level impact or change expected.						
<i>Bi-annual Reporting</i>	2/1/25 - 5/31/25	6/15/2025	9/1/25 - 12/15/25	12/15/2025	1/1/26 - 7/31/26	7/31/2026
Executive Summary: 1-2 paragraphs summarizing progress and key achievements.						
Progress Toward Objectives: Narrative or table format tracking progress toward stated goals.						
Financial Reporting: Budget summary showing allocation vs. expenditures. Include percentage of funds used.						
Challenges & Solutions: List key challenges encountered, current barriers, and any actions taken to address them (if applicable).						
(Optional) Photo/Testimonies: visual or narrative to highlight achievements or impact stories.						
<i>Final Reporting</i>					1/1/26 - 7/31/26	8/15/2026
Monitoring and Evaluation: Include quantitative and qualitative data collected before, during, and after the 18-months of funding. (at a minimum include health metrics and protective factor specific data outlined in your proposal)						
Sustainability Plan: Outline how the project outcomes will be sustained post-funding.						
Lessons Learned: Description of insights gained that could inform future projects.						
RFP Feedback: Feedback for Public Health on the RFP process, what went well, what didn't, changes you'd recommend.						