

# Chisholm School District School Board Meeting Agenda

Monday, May 9, 2022 at 5:00 PM  
Regular Meeting  
Chisholm School Board Room

## I. Determination of Quorum and Call to Order

### II. Public Comment:

**Description:** Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.

## III. Recognition of Guests and Visitors

A. Rachel Bougalis with North Homes Children & Family Services

## IV. Approve Agenda

## V. Reports

### A. Superintendent's Report

1.

- Spring outdoor sports events got underway last week. We have had to adjust times and locations due to poor weather and conditions.
- Summer camps and programming options went out. Chisholm will be the transportation hub and Alex will be the fiscal host
- We interviewed candidates for the facilities and grounds coordinator position.
- 7th grade students went to the Discovery Center and participated in STEM activities.

## VI. Consent Agenda

A. Minutes of the April 25, 2022, Regular Meeting

4

Accounts Payable for the Month of April 2022

Payrolls for the Month of April 2022

**Attachments:**

Minutes 4/25/2022	4
AP April 2022	10
April 2022 Payroll	16

**VII. Action Agenda**

A. Motion to amend the last day of work for Lakota Haapala, Para-professional, Headstart, Vaughan Steffensrud, from April 13, 2022, to April 29, 2022 due to staffing shortages.

B. Motion to approve the State of Minnesota, Minnesota State Colleges and Universities, Postsecondary Enrollment Options Contract between Lake Superior College, and Chisholm High School for the 2022-2023 school year. 17

**Attachments:**

LSC PSEO Contract	17
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C. Motion to allow Chisholm Public School full-time and part-time employees to attend all Athletic and Activity Events at no charge effective August 15, 2022.

D. Motion to approve the resolution to accept donations. 22

**Attachments:**

April 2022 Donations	22
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E. Motion to approve the hiring of Jennifer Rolle, 1.0 FTE High School Science Instructor, Step 0, Lane A, effective August 31, 2022. 24

**Attachments:**

Recommendation to Hire J. Rolle	24
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F. Motion to approve the Collective Bargaining Agreement Between I.S.D. No. 695 and The American Federation of State, County, and Municipal Employees, Local No. 536 for the periods of July 1, 2021 - June 30, 2023, and July 1, 2023 - June 30, 2025. 25

**Attachments:**

AFSCME Contract 2021-2023	25
AFSCME contract 2023-25	59

G. Motion to approve the Professional Service Agreement between Independent School district No. 695 and North Homes, Inc. effective the 2022-2023 school year. 93

**Attachments:**

North Homes Service Contract	93
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H. Motion to go into closed session to discuss a personnel matter.

VIII. Discussion

A. Budget committee meeting immediately following the school board meeting.

IX. Information

A. Enrollment Numbers

B. Northern Lights Music Festival 103

**Attachments:**

NLMF Request 103

X. Adjourn



## **Addendum to the Regular School Board Meeting**

Chisholm Public Schools  
April 25, 2022, at 5:00 PM  
Chisholm Board Room

### **Agenda**

#### VI. Consent agenda

D. Post Job #180, 1.0 FTE HS Science teacher for the 2022-23 school year.

#### VIII. Personnel

J. Motion to accept the resignation for the purpose of retirement from Philip Bishop, Custodian/Operating Engineer, effective August 5, 2022.



Meeting Name: Regular School Board Meeting  
Meeting Start Time: 5:00 PM  
Meeting Start Date: April 25, 2022  
Meeting Location: Board Room

## Agenda:

- I. Call to Order of regular meeting
- II. Public Comment → Mark Casey re: Funds for Pool, Go Fund Me, Sell seats  
Presentation on Pools at next meeting.
- III. Recognition of guests and visitors - None
- IV. **Motion to approve the Agenda** → Shelly - Jackie
- V. Reports
  - A. Superintendent Report (1)

## VI. **Motion to approve the Consent Agenda:** Jackie - Danielle

- A. Minutes of the April 11, 2022, Regular Meeting. (2)
- B. Minutes of the April 11, 2022, Closed Meeting. (3)
- C. Acknowledge the discontinuation of 1.0 FTE Temporary High School 5-8 Science Teacher effective June 3, 2022.
- D. Post Job #180, 1.0 FTE HS Science teacher for the 2022-23 school year.

## VII. **Personnel**

- A. Motion to accept the resignation for the purpose of retirement from Mary Petron, Elementary teacher, Vaughan Steffensrud, effective June 3, 2022. (4) Shelly Jackie
- B. Motion to discontinue the position of Secretary Class II, Principal Office, Chisholm Elementary, effective April 23, 2022. Jackie - Chair Rahja
- C. Motion to discontinue the position (2019NC006) 1.0 Paraeducator/Media Center, Chisholm Elementary/Vaughan-Steffensrud, effective June 2, 2022. Jackie - Shelly
- D. Motion to discontinue the position (2020NC008) 1.0 Paraeducator/Media Center, Chisholm High School, effective June 2, 2022. Jackie - Bob
- E. Motion to discontinue 0.2 overload for Elizabeth Carroll, resulting in a 1.0 FTE for the 2022-2023 school year. (5) Jackie - Shelly
- F. Motion to discontinue 0.2 overload for Nicholas Milani, resulting in a 1.0 FTE for the 2022-2023 school year. (5) Shelly - Jackie
- G. Motion to discontinue 0.2 overload for Kimberly Yuretich, resulting in a 1.0 FTE for the 2022-2023 school year. (5) Shelly<sup>5</sup> - Jackie

H. Motion to approve the request for an additional 3-month leave of absence by Caroline Podlogar, effective May 11, 2022. (6) Danielle - Jackie

I. Motion to accept the resignation from Lakota Haapala, Para-professional, Headstart Vaughan Steffensrud, effective April 13, 2022. (7) Shelly - Danielle

J. Motion to accept the resignation for the purpose of retirement from Philip Bishop, Custodian/Operating Engineer, effective August 5, 2022. Jackie - Bob

VIII. Business

A. Motion to close the Class of 2021 student activity account and transfer the balance of \$650.95 to the Class of 2022 student activity account with the understanding that there are no outstanding bills requiring payment. (8) Jackie - Shelly

B. Motion to approve the agreement between ISD #695 and Big Stone Therapies for athletic training services for the 2022-23 school year as presented. (9) Shelly Danielle

VIII. Discussion Nick Gigliotti presented, looking for support, base rate  
None weekly check-in

IX. Information

A. Enrollment numbers from today and the year (10)

Cheerleading  
increase hourly rate

X. Adjourn Jackie - Danielle

5:28

April 25, 2022

The Regular Meeting of the School Board, Independent School District No. 695, was called to order at 5:08 P.M. on April 25, 2022, in the Elementary Board Room. Members present: Directors Sauter, Lappi, Corradi Simon, Chair Rahja, and Superintendent Norman. Absent: Director Rice

**Public Comment:** Mark Casey addressed the board regarding a pool for the possible new addition and the fund sources that may be used. He also asked to have a person present at the next task force meeting.

**Recognition of Guests and Visitors:** None

#### APPROVE AGENDA

Moved by Director Lappi supported by Director Sauter to approve the April 25, 2022, agenda with the following changes: Consent agenda, add item D, Post Job #180, and Personnel, add Item J, accept Resignation from Philip Bishop. Motion carried unanimously.

#### SUPERINTENDENT REPORT

Superintendent Norman updated the board regarding the following: Sent letters to Senator and Legislators regarding our Tax Bill and broadband project in Balkan, NLC Director Position, Katie Groth, 5<sup>th</sup> grade are at the Starbase STEM camp, Shot Clocks have arrived, and the new equipment will be here by the end of the month.

#### APPROVE CONSENT AGENDA

Moved by Director Corradi Simon supported by Director Sauter and approved unanimously to approve the Consent which consists of the Minutes from the April 11, 2022, Regular and Closed Meeting, Acknowledge the discontinuation of 1.0 FTE Temporary High School 5-8 Science Teacher effective June 3, 2022, Post Job #180, 1.0 FTE HS Science teacher for the 2022-23 school year.

#### **Personnel:**

#### ACCEPT THE RESIGNATION OF MARY PETRON

Moved by Director Lappi supported by Director Corradi Simon to accept the resignation for the purpose of retirement from Mary Petron., Elementary Teacher, Vaughan Steffensrud, effective June 3, 2022. Motion carried unanimously.

#### DISCONTINUE SECRETARY CLASS II, PRINCIPAL OFFICE, CHISHOLM ELEMENTARY

Moved by Director Corradi Simon, supported by Chair Rahja, to discontinue the position of Secretary Class II, Principal Office, Chisholm Elementary, effective April 23, 2022. Motion carried unanimously.

#### DISCONTINUE 1.0 PARAEDUCATOR/MEDIA CENTER, CHISHOLM ELEMENTARY/VAUGHAN-STEFFENSRUD

Moved by Director Corradi Simon, supported by Director Lappi, to discontinue the position (2019NC006) 1.0 Paraeducator/Media Center, Chisholm Elementary/Vaughan-Steffensrud, effective June 2, 2022. Motion carried unanimously.

DISCONTINUE 1.0 PARAEDUCATOR/MEDIA CENTER, CHISHOLM HIGH SCHOOL

Moved by Director Corradi Simon, supported by Chair Rahja, to discontinue the position (1010NC008) 1.0 Paraeducator/Media Center, Chisholm High School, effective June 2, 2022. Motion carried unanimously.

DISCONTINUE 0.2 OVERLOAD FOR ELIZABETH CARROLL

Moved by Director Corradi Simon, supported by Director Lappi to discontinue 0.2 overload for Elizabeth Carroll, resulting in a 1.0 FTE for the 2022-2023 school year. Motion carried unanimously.

DISCONTINUE 0.2 OVERLOAD FOR NICHOLAS MILANI

Moved by Director Lappi, supported by Director Corradi Simon, to discontinue 0.2 overload for Nicholas Milani, resulting in a 1.0 FTE for the 2022-2023 school year. Motion carried unanimously.

DISCONTINUE 0.2 OVERLOAD FOR KIMBERLY YURETICH

Moved by Director Lappi, supported by Director Corradi Simon, to discontinue 0.2 overload for Kimberly Yuretich, resulting in a 1.0 FTE for the 2022-2023 school year. Motion carried unanimously.

APPROVE ADDITIONAL 3-MONTH LEAVE OF ABSENCE BY CAROLINE PODLOGAR

Moved by Director Sauter, supported by Director Corradi Simon, to approve the request for an additional 3-month leave of absence by Caroline Podlogar, effective May 11, 2022. Motion carried unanimously.

ACCEPT THE RESIGNATION FROM LAKOTA HAAPALA

Moved by Director Lappi, supported by Director Corradi Simon, to accept the resignation from Lakota Haapala, Para-professional, Headstart, Vaughan Steffensrud, effective April 13, 2022. Motion carried unanimously.

ACCEPT THE RESIGNATION FOR THE PURPOSE OF RETIREMENT FROM PHILIP BISHOP

Moved by Director Corradi Simon, supported Chair Rahja to accept the resignation for the purpose of retirement from Philip Bishop, Custodian/Operating Engineer, effective August 5, 2022. Motion carried unanimously.

**Business:**

CLOSE THE CLASS OF 2021 STUDENT ACTIVITY ACCOUNT

Moved by Director Corradi Simon, supported by Director Lappi to close the Class of 2021 student activity account and transfer the balance of \$650.95 to the Class of 2022 student activity account with the understanding that there are no outstanding bills requiring payment. Motion carried unanimously.

APPROVE AGREEMENT BETWEEN ISD #695 AND BIG STONE THERAPIES

Moved by Director Lappi, supported by Director Sauter to approve the agreement between ISD #695 and Big Stone Therapies for athletic training services for the 2022-2023 school year as presented. Motion carried unanimously.

**Discussion:** None

**Information:**

-Enrollment numbers

ADJOURN

Moved by Director Corradi Simon, supported by Director Sauter to adjourn the meeting at 5:28 P.M. Motion carried unanimously.

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Daniel Randa Sauter, clerk

DRS/lea

Summary of Payments Issued:

April Accounts Payable Checks	\$299,768.22
April Accounts Payable Wires	<u>\$57,562.00</u>
Total Accounts Payable	\$357,330.22

ISD 695-Chisholm

Void Payment Listing with Detail

Batch Co	Pmt No	Bank Check No	Pmt Dt	Type	Grp Code	Rcd	Vendor	Curr Print Recon	Void You No	Period	Void Dt	Amount
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# ISD 695-Chisholm Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
10		35274		Wire	1	06857	NORTHEAST SERVICE COOP - INSURA		No	No	No	04/07/2022	57,424.50
10		35309		Wire	1	3046	FURTHER		No	No	No	04/22/2022	137.50
												Bank Total:	\$57,562.00
												Report Total:	\$57,562.00

### ISD 695-Chisholm Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0695	10	35287	66522	Check	1	00010	A-1 REFRIGERATION SERVICE	Yes	No	No	USD	04/20/2022	194.00
		35288	66465	Check	1	3538	ACCT, INC	Yes	No	No	USD	04/07/2022	2,300.00
		35249	66466	Check	1	2423	AMAZON CAPITAL SERVICES	Yes	No	No	USD	04/07/2022	3,401.39
		35286	66521	Check	1	2423	AMAZON CAPITAL SERVICES	Yes	No	No	USD	04/19/2022	779.10
		35320	66546	Check	1	2423	AMAZON CAPITAL SERVICES	Yes	No	No	USD	04/26/2022	1,157.23
		35318	66547	Check	1	1775	ANDERSON PLUMBING & HEATING	Yes	No	No	USD	04/26/2022	490.88
		35262	66467	Check	1	3220	APG MEDIA OF MN	Yes	No	No	USD	04/07/2022	368.00
		35288	66523	Check	1	00150	ARAMARK	Yes	No	No	USD	04/20/2022	1,136.14
		35302	66524	Check	1	2919	ARROWHEAD DRIVERS TRAINING LT	Yes	No	No	USD	04/20/2022	486.00
		35248	66468	Check	1	2354	ATT MOBILITY	Yes	No	No	USD	04/07/2022	547.52
		35242	66469	Check	1	1944	AVIBEN	Yes	No	No	USD	04/07/2022	123.35
		35289	66525	Check	1	00610	BARK DESIGN INC	Yes	No	No	USD	04/20/2022	68.50
		35312	66548	Check	1	00610	BARK DESIGN INC	Yes	No	No	USD	04/26/2022	313.00
		35305	66526	Check	1	3547	BIG STONE THERAPIES, INC	Yes	No	No	USD	04/20/2022	425.00
		35277	66510	Check	1	3387	BLUE CROSS BLUE SHIELD OF MN B	Yes	No	No	USD	04/07/2022	2,794.00
		35278	66511	Check	1	3387	BLUE CROSS BLUE SHIELD OF MN B	Yes	No	No	USD	04/07/2022	256.35
		35284	66519	Check	1	3387	BLUE CROSS BLUE SHIELD OF MN B	Yes	No	No	USD	04/14/2022	10,920.00
		35222	66457	Check	1	3375	BOBCAT OF DULUTH	Yes	No	No	USD	04/01/2022	6,801.46
		35264	66470	Check	1	3375	BOBCAT OF DULUTH	Yes	No	No	USD	04/07/2022	130.71
		35258	66471	Check	1	3060	BSN SPORTS	Yes	No	No	USD	04/07/2022	9,057.89
		35325	66549	Check	1	3060	BSN SPORTS	Yes	No	No	USD	04/26/2022	1,279.79
		35254	66472	Check	1	2774	BUHL WATER CO INC	Yes	No	No	USD	04/07/2022	75.00
		35301	66527	Check	1	2774	BUHL WATER CO INC	Yes	No	No	USD	04/20/2022	75.00
		35266	66473	Check	1	2870	CASEY'S	Yes	No	No	USD	04/07/2022	238.63
		35273	66474	Check	1	3821	CEDAR ISLAND COMMUNICATIONS	Yes	No	No	USD	04/07/2022	255.00
		35281	66516	Check	1	01600	CHISHOLM CITY OF	Yes	No	No	USD	04/11/2022	6,081.50
		35300	66528	Check	1	2668	CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	04/20/2022	1,034.81
		35251	66475	Check	1	2614	CW TECHNOLOGY	Yes	No	No	USD	04/07/2022	887.00
		35250	66476	Check	1	2599	DALCO ENTERPRISE	Yes	No	No	USD	04/07/2022	390.45
		35322	66550	Check	1	2599	DALCO ENTERPRISE	Yes	No	No	USD	04/26/2022	112.62
		35239	66477	Check	1	1565	DECKER EQUIPMENT	Yes	No	No	USD	04/07/2022	135.71
		35290	66529	Check	1	02180	DEMCO	Yes	No	No	USD	04/20/2022	97.79
		35316	66551	Check	1	10255	DEX MEDIA	Yes	No	No	USD	04/26/2022	134.00
		35291	66530	Check	1	02569	ECOLAB PEST ELIMINATION DIV	Yes	No	No	USD	04/20/2022	156.54
		35240	66478	Check	1	1566	ESC SYSTEMS	Yes	No	No	USD	04/07/2022	372.25
		35292	66531	Check	1	03018	EXCEL BUSINESS SYSTEM	Yes	No	No	USD	04/20/2022	4,842.92
		35263	66479	Check	1	3233	FUN EXPRESS LLC	Yes	No	No	USD	04/07/2022	86.28
		35270	66480	Check	1	3739	GOOGLE VOICE INC	Yes	No	No	USD	04/07/2022	52.99
		35230	66481	Check	1	03825	HIBBING CC	Yes	No	No	USD	04/07/2022	80,538.81
		35237	66482	Check	1	1375	HOGLUND BUS CO INC	Yes	No	No	USD	04/07/2022	267.29
		35317	66552	Check	1	1375	HOGLUND BUS CO INC	Yes	No	No	USD	04/26/2022	148.00

ISD 695-Chisholm  
Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0695	10	35252	66483	Check	1	2705		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	04/07/2022	996.55
		35244	66484	Check	1	2066		IASCO	Yes	No	No	USD	04/07/2022	893.82
		35265	66485	Check	1	3457		INGENSA INC.	Yes	No	No	USD	04/07/2022	4,300.00
		35269	66486	Check	1	3714		IRON RANGE TOWING	Yes	No	No	USD	04/07/2022	850.00
		35314	66553	Check	1	04300		ISD #0701 HIBBING	Yes	No	No	USD	04/26/2022	7,842.85
		35243	66487	Check	1	1956		JAMAR COMPANY	Yes	No	No	USD	04/07/2022	6,220.72
		35296	66532	Check	1	1956		JAMAR COMPANY	Yes	No	No	USD	04/20/2022	833.88
		35319	66554	Check	1	1956		JAMAR COMPANY	Yes	No	No	USD	04/26/2022	764.15
		35307	66533	Check	1	3820		JEFFERY DAVIN ANDERSON	Yes	No	No	USD	04/20/2022	1,750.00
		35229	66488	Check	1	03553		JUBILEE FOODS	Yes	No	No	USD	04/07/2022	286.12
		35313	66555	Check	1	03553		JUBILEE FOODS	Yes	No	No	USD	04/26/2022	47.75
		35223	66459	Check	1	3826		KATRINA SERTICH	Yes	No	No	USD	04/01/2022	424.98
		35330	66563	Check	1	3830		KATRINA SWALBY	Yes	No	No	USD	04/28/2022	213.70
		35231	66489	Check	1	05050		KITZVILLE BODY SHOP	Yes	No	No	USD	04/07/2022	1,892.33
		35272	66490	Check	1	3803		KRIS MOORE	Yes	No	No	USD	04/07/2022	122.77
		35306	66534	Check	1	3803		KRIS MOORE	Yes	No	No	USD	04/20/2022	193.28
		35246	66491	Check	1	2301		KRISS PREMIUM PRODUCTS INC	Yes	No	No	USD	04/07/2022	1,205.76
		35299	66535	Check	1	2301		KRISS PREMIUM PRODUCTS INC	Yes	No	No	USD	04/20/2022	1,681.06
		35233	66492	Check	1	05206	R1	L & M SUPPLY FLEET SUPPLY	Yes	No	No	USD	04/07/2022	74.96
		35293	66536	Check	1	05206	R1	L & M SUPPLY FLEET SUPPLY	Yes	No	No	USD	04/20/2022	207.64
		35283	66517	Check	1	3827		LAKE SUPERIOR COLLEGE	Yes	No	No	USD	04/11/2022	3,000.00
		35232	66493	Check	1	05201		LAKESHORE	Yes	No	No	USD	04/07/2022	831.88
		35224	66460	Check	1	2485		LAMPFA, DAVIS	Yes	No	No	USD	04/04/2022	145.00
		35225	66461	Check	1	3041		LAMPFA, KYLE D	Yes	No	No	USD	04/04/2022	172.00
		35288	66494	Check	1	1416		LIFE SECURITY AND CONTROL	Yes	No	No	USD	04/07/2022	90.00
		35267	66495	Check	1	3517		MACKIN EDUCATIONAL RESOURCES	Yes	No	No	USD	04/07/2022	79.45
		35328	66556	Check	1	3517		MACKIN EDUCATIONAL RESOURCES	Yes	No	No	USD	04/26/2022	81.76
		35329	66564	Check	1	05731		MADISON NATIONAL LIFE INS CO	Yes	No	No	USD	04/28/2022	2,361.50
		35227	66463	Check	1	3448		MARCIA BRENNER ASSOCIATES	Yes	No	No	USD	04/05/2022	570.00
		35310	66544	Check	1	2320		MEDICARE BLUE RX	Yes	No	No	USD	04/22/2022	16,876.60
		35323	66557	Check	1	2860		MENARDS - VIRGINIA	Yes	No	No	USD	04/26/2022	309.98
		35321	66558	Check	1	2558		MESABI GLASS WINDOW DOORS INC	Yes	No	No	USD	04/26/2022	760.00
		35241	66496	Check	1	1873		MESABI RANGE COLLEGE	Yes	No	No	USD	04/07/2022	5,103.01
		35236	66497	Check	1	09400		MID-STATE TRUCK SERVICE, INC	Yes	No	No	USD	04/07/2022	796.52
		35253	66498	Check	1	2721		MIDWEST SPECIAL INSTRUMENTS	Yes	No	No	USD	04/07/2022	80.00
		35260	66499	Check	1	3097	REMIT	MINNEAPOLIS OXYGEN COMPANY	Yes	No	No	USD	04/07/2022	44.60
		35326	66559	Check	1	3097		MINNEAPOLIS OXYGEN COMPANY	Yes	No	No	USD	04/26/2022	995.00
		35276	66512	Check	1	2971		MINNESOTA LIFE INSURANCE	Yes	No	No	USD	04/07/2022	2,172.35
		35315	66560	Check	1	06294		MN ASSOCIATION OF SEC SCHOOL F	Yes	No	No	USD	04/26/2022	969.00
		35282	66518	Check	1	2101		MN ENERGY RESOURCES CORP	Yes	No	No	USD	04/11/2022	30,730.26
		35234	66500	Check	1	06336		MN INDUSTRIES	Yes	No	No	USD	04/07/2022	112.29

# ISD 695-Chisholm Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0695	10	35298	66537	Check	1	2278		MN TELECOMMUNICATIONS	Yes	No	No	USD	04/20/2022	1,199.39
		35247	66501	Check	1	2303		NAPA AUTO PARTS	Yes	No	No	USD	04/07/2022	87.47
		35235	66502	Check	1	06850		NORTHEAST SERVICE COOPERATIV	Yes	No	No	USD	04/07/2022	1,680.00
		35294	66538	Check	1	06850		NORTHEAST SERVICE COOPERATIV	Yes	No	No	USD	04/20/2022	590.00
		35308	66543	Check	1	3825		NORTHERN FITNESS SOLUTIONS LL	Yes	No	No	USD	04/21/2022	5,852.72
		35275	66513	Check	1	06979		NORTHERN MINNESOTA DENTAL, INI	Yes	No	No	USD	04/07/2022	8,390.30
		35255	66503	Check	1	2795		PARK STATE BANK	Yes	No	No	USD	04/07/2022	1,865.38
		35279	66514	Check	1	08317		RANGE MENTAL HEALTH CENTER IN	Yes	No	No	USD	04/08/2022	3,349.50
		35295	66539	Check	1	08500		RANGE WATER CONDITIONING	Yes	No	No	USD	04/20/2022	164.00
		35221	66458	Check	1	3313		REGION 7A	Yes	No	No	USD	04/01/2022	25.00
		35304	66540	Check	1	3354	R1	REHABMART,LLC	Yes	No	No	USD	04/20/2022	146.16
		35245	66504	Check	1	2272		RYANS INDEPENDENT ELECTRIC	Yes	No	No	USD	04/07/2022	330.00
		35261	66505	Check	1	3175		SCHELDE, JULIE	Yes	No	No	USD	04/07/2022	452.00
		35297	66541	Check	1	2121	R1	SCHMITT MUSIC	Yes	No	No	USD	04/20/2022	937.05
		35327	66561	Check	1	3471		SCHOOLBLOCKS	Yes	No	No	USD	04/26/2022	2,709.00
		35271	66506	Check	1	3779		SHOAN J NELSON	Yes	No	No	USD	04/07/2022	270.00
		35259	66507	Check	1	3080		STEVE'S CURLING SUPPLIES	Yes	No	No	USD	04/07/2022	593.75
		35266	66508	Check	1	3464		SWIM OUTLET.COM	Yes	No	No	USD	04/07/2022	324.24
		35226	66462	Check	1	3164		TAUS, DAVID	Yes	No	No	USD	04/04/2022	145.00
		35257	66509	Check	1	2963		TEACHERS ON CALL	Yes	No	No	USD	04/07/2022	9,547.85
		35303	66542	Check	1	2963		TEACHERS ON CALL	Yes	No	No	USD	04/20/2022	4,455.44
		35324	66562	Check	1	2963		TEACHERS ON CALL	Yes	No	No	USD	04/26/2022	4,948.05
		35285	66520	Check	1	3416		TROPHIES PLUS, INC	Yes	No	No	USD	04/14/2022	70.00
		35280	66515	Check	1	10137		UNITED TRUCK BODY CO INC	Yes	No	No	USD	04/08/2022	12,459.50
		35311	66545	Check	1	10279		VALENTIN'S SUPPER CLUB	Yes	No	No	USD	04/22/2022	75.00
		35228	66464	Check	1	3614		WORLD'S FINEST CHOCOLATE, INC.	Yes	No	No	USD	04/05/2022	3,065.00

Bank Total: 10

\$299,768.22

Report Total:

\$299,768.22

Adrian Norman III  
Superintendent  
Ext. 2900

Jennifer Crotteau  
Counselor  
Ext. 3904

Community Education  
Ext. 3132



Mark C. Morrison  
Sr. High Principal  
Ext. 3900

Jeffrey S. Hancock  
Pre K-6 Principal  
Ext. 1900; Pre K-3

Jamie Steinberg  
Activities Director  
Ext. 3902

May 9, 2022

To: Adrian Norman  
Superintendent

The following is a summary of payrolls for the month of April 2022.

March Payrolls

April	15 payroll	\$ 307,457.57
April	29 payroll	\$ 324,976.39

Total Payrolls \$ 632,433.96

Alex Kaczor  
Business Manager  
AK:kk

*Committed to high expectations*

300 3rd Ave. SW  
Chisholm, MN 55719  
(218) 254-5726 • (218) 254-3741 Fax



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**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**LAKE SUPERIOR COLLEGE**

**POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT**

This contract is by and between *Chisholm Public Schools; 300 SW 3<sup>rd</sup> Ave E; Chisholm, MN 55719* ( hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); and all other duties as stipulated in Attachment A.

4. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
- i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC website at <https://www.lsc.edu/current-students/student-payment-office/fees/>. Below are estimated base online tuition rates and fees.

Academic Year	Estimated base tuition rates and fees
2022-2023	\$225.00

- ii. Textbooks and materials, as outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.
1. See ATTACHMENT B
  2. The SCHOOL DISTRICT will utilize **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:
- a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1<sup>st</sup> for fall and February 15<sup>th</sup> for spring semester.
  - b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.
6. TERM OF CONTRACT. This contract shall be effective on July 1, 2022, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2022-2023 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days'

written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

- a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa (or her successor)  
Title: College in the Schools Director  
Address: 2101 Trinity Road, Duluth MN 55811  
Telephone: 218-733-5916  
E-Mail: stephanie.wainionpaa@lsc.edu

- b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Adrian Norman (or his/her successor)  
Title: Superintendent  
Address: 300 SW 3<sup>rd</sup> Ave E; Chisholm, MN 55719  
Telephone: 218-421-4322  
E-Mail: anorman@chisholm.k12.mn.us

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services

available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.
14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.
16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duty to perform obligations shall be suspended.
17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

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

**APPROVED:**

**1. SCHOOL DISTRICT:**

**School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by laws, resolutions, or ordinances.**

By (authorized signature)
Title Superintendent
Printed Name Adrian Norman
Date

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
LAKE SUPERIOR COLLEGE**

By (authorized college/university initiating agreement)
Title
Printed Name
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AS TO FORM AND EXECUTION:**

By (authorized college/university initiating agreement)
Title
Printed Name
Date

At the Independent School District No. 695 Board meeting held on May 9, 2022, in the Chisholm Public Schools Board Room, Director \_\_\_\_\_ offered the following Resolution and moved its adoption;

**RESOLUTION NO. 22-05-09**

RESOLUTION ACCEPTING \$20.00 DONATION FROM JOHN AND THEODORA LYON IN MEMORY OF ROBERT SHOCK.

RESOLUTION ACCEPTING \$130.00 DONATION FROM 30 WEST & KIDS PLUS TO SUPPORT THE CLASS OF 2023.

RESOLUTION ACCEPTING \$50.00 DONATION FROM TOM & JERRY'S BAR TO SUPPORT THE CLASS OF 2023.

RESOLUTION ACCEPTING \$50.00 DONATION FROM TOM & JERRY'S BAR TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$100.00 DONATION FROM THE CHISHOLM SENIOR CENER TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$100.00 DONATION FROM THE BUFFALO FIGHTERS TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$100.00 DONATION FROM THE NORTHERN TRAXX ATV CLUB TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$50.00 DONATION FROM THE CHERRY GREENHOUSE TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$200.00 DONATION FROM THE ST. PAUL AND MINNESOTA FOUNDATION TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$100.00 DONATION FROM LIFE SECURITY AND CONTROL TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$100.00 DONATION FROM MAX GRAY CONSTRUCTION TO SUPPORT THE ALL NIGHT GRAD PARTY.

RESOLUTION ACCEPTING \$550.00 DONATION FROM THE ALPHA DELTA KAPPA PHI CHAPTER TO SUPPORT JENNIFER SHOWALTER FOR TITLE ONE BOOKS.

Independent School District No. 695 must accept donations by way of a Resolution.

IT IS HEREBY RESOLVED by Independent School District No. 695 to accept the above list of donations.

The motion to adopt the foregoing Resolution was duly supported by Director \_\_\_\_\_, and upon being put to a vote, carried as follows:

FOR ADOPTION:            Director  
                                 Director  
                                 Director  
                                 Director  
                                 Director  
                                 Director

ABSTAINING:

AGAINST ADOPTION:

ABSENT:

Passed and adopted this 9<sup>th</sup> day of May 2022.

BY ORDER OF THE SCHOOL BOARD

---

School District Clerk

## Recommendation to Hire

**Position:** Job #180, Internal HS Science Instructor

**Posting duration:** 9 days

**Advertising Location:** Website, Frontline K12 Job Spot

**Number of Qualified:** 1

**Licensed Applications:** 1

**Interview committee Names:** Mark Morrison (only candidate, no interview needed)

**Recommended for hire:** Jennifer Rolle

**Location:** High School

**Supervisor:** Mark Morrison

**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION**  
**INDEPENDENT SCHOOL DISTRICT NO. 695**  
**CHISHOLM, MINNESOTA**

**AND**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 536**

**JULY 1, 2021– JUNE 30, 2023**

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION  
OF INDEPENDENT SCHOOL DISTRICT NO. 695 AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 536**

THIS AGREEMENT, ENTERED INTO BETWEEN THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 695, HEREINAFTER REFERRED TO AS THE “EMPLOYER”, AND LOCAL UNION NO. 536 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE “UNION”.

**ARTICLE I  
PURPOSE AND AGREEMENT**

**Section 1.**

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed by the parties hereto.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement providing that this provision is not meant to preclude independent causes of action under state or federal law.

**ARTICLE II  
RESPONSIBILITIES OF PARTIES**

**Section 1.**

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

**Section 2.**

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

**Section 3.**

The Union, including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

**ARTICLE III  
RECOGNITION**

**Section 1.**

The Employer recognizes Minnesota Council 65, and Local 536, American Federation of State, County and Municipal Employees, AFL-CIO, as exclusive representative for collective bargaining purposes of the employees of Independent School District No. 695 in the unit composed of all non-instructional employees of Independent School District No. 695 who are public employees under M.S. 179A, Subd. 14, excluding supervisory and confidential employees.

**Section 2.**

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color or political belief.

**ARTICLE IV**  
**CHECKOFF OF UNION DUES**

Section 1.

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 536 which are Union dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 536 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Business Office to stop deductions.

Section 2.

All employees of this bargaining unit who elect not to become members of the Union shall be required to contribute through payroll deduction a fair share fee for services rendered by the exclusive representative. Such monthly contribution shall be determined by the Union and withheld in accordance with the Minnesota Public Employment Labor Relations Act, 179A.06, Subd. 3.

Section 3.

A union steward will be allowed up to fifteen (15) minutes to contract new employees on paid time during the employer's initial onboarding on new hires. Administration will communicate with the Union Steward regarding available times during aforementioned on boarding for this meeting. The union steward must notify his or her supervisor of the meeting and such orientation will not interfere with the performance of the employee's work duties.

**ARTICLE V**  
**SENIORITY**

Section 1.

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for the School District. All new employees shall be on probation for a period of ninety (90) working days (520 hours for part-time employees), and upon successful completion of such probationary period, then seniority will revert to the first day of their employment.

Section 2.

An employee shall lose his/her seniority standing if:

1. He/she voluntarily resigns from employment.
2. He/she is discharged for cause.

3. He/she fails to report for work after layoff within fifteen (15) calendar days after receipt of notice by registered mail. The Board of Education shall send this notice to return to work to the employee at his/her last-known address.
4. He/she has not been called back after three (3) years.

Section 3.

In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

Section 4.

Employees shall be rehired according to seniority in the inverse order of layoffs.

Section 5.

In cases of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

Section 6.

In cases of reduction in force or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in any classification of work, provided he/she has the necessary qualifications to perform the duties of the job involved.

Section 7.

Temporary vacancies shall be filled by the senior qualified employee opting for the vacancy at the discretion and appointment of the Superintendent of Schools. Supervisory personnel vacancies shall be filled by the School Board upon recommendation of the Superintendent; the following factors shall be considered in filling such vacancies: seniority, past performance, qualifications, and experience. In the event said vacancy has a higher rate of pay, employee filling such vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his/her former position. A temporary vacancy known to be in excess of 30 working days shall be posted in the same manner as any other vacancy.

Section 8.

No employee shall be temporarily or permanently transferred to fill a position except that if no senior employee fills the position, then the junior employee shall be assigned.

Section 9.

Notice of all vacancies and newly-created positions shall be posted on employees bulletin boards and an Instant Alert will be sent to all members. Vacancies are to be posted in the following manner: Description of work, rate of pay, hours to be worked, and the classification. When a termination notice has been presented to the Employer, the Employer shall immediately post notice of a vacancy, providing the vacancy is to be filled and the job not discontinued.

Any position which is increased in the amount of scheduled work hours, to an extent greater than those originally posted and awarded, shall be reposted with the new hours so stipulated.

Beginning on January 1, 2018 all non-certified job postings will be numbered so as to facilitate easy identification if a question should arise. The first four numbers shall indicate the posting year, NC shall indicate a non-certified position, and the number shall indicate a job identification number.

The employees shall be given seven (7) calendar days time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved.

For all secretarial positions the applicants will be required to take a basic skills test. The assessment tool will reflect the specific skills required to fill the vacancy. The union will assist the district in the determination of those required skills and selection of the tool.

Applicable to all Employees: A forty-five (45) working day trial period shall be given for the purpose of determining his/her qualifications unless he/she is obviously not qualified. Also, the employee so transferred shall have the right within these forty-five (45) working days to remain in his/her position or to return to his/her former position.

The Employer shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event the Employer and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to his/her former position and shall not be denied the right to make application for any other posting.

Section 10.

The seniority of an employee shall not be terminated nor broken because of absence due to illness or temporary layoff.

Section 11.

The seniority of an employee who has been granted a leave of absence shall be frozen on the date the leave of absence becomes effective. Leaves of absence shall not be granted without mutual consent of the Employer.

Section 12.

The seniority list shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin board. Such list shall show employee seniority only and shall not include employee salaries. A copy of the seniority list shall be sent to the President of the Union.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

Section A.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be applicable:

- (1) The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

There shall be no interference with the rights of employees to become or continue as members of the Union.

#### Section B. Time Limitation and Waiver:

- (1) Grievances shall not be valid for consideration unless the grievance is submitted within thirty (30) calendar days after the date of the first event giving rise to the grievance occurred or the Union's first knowledge thereof. Failure to present a grievance within such time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance, provided however, the time limitations provided herein may be extended by the mutual written agreement of the Employer and the Union.

#### Section C.

The Employer and the Union shall attempt to adjust all grievances which may arise by virtue of these regulations or otherwise in the following manner:

- (1) First, an effort shall be made to adjust the grievance between the employee or his/her representative and the foreman or department head.
- (2) In the event no settlement is thereby reached, the employee or the employee's representative shall submit the grievance in writing to the Superintendent, within ten (10) working days, and the Superintendent shall arrange for a meeting to process the grievance. The Superintendent shall within ten (10) working days after such meeting on the grievance submit a written answer to the Union.
- (3) In the event no settlement is thereby reached, the employee or his/her representative shall submit a written request to the Employer within ten (10) working days to provide a formal hearing before the School Board's Personnel Committee on the grievance in an effort to resolve such grievance. This formal hearing shall be recorded by the Employer and a copy of the recording will be submitted to the Union within ten (10) working days, along with the final disposition by the Employer.
- (4) In the event no settlement is reached, at a formal hearing before the Employer, either of the parties to this Agreement may submit the grievance or dispute, within ten (10) workdays, to the Director of Mediation in an effort to resolve the grievance.

- (5) In all cases when a grievance or dispute is submitted to the provisions of Step 4 and remain unresolved, the parties hereto agree that within ten days after Step 4, the parties shall submit to the Director of Mediation a request for a list of names for the purpose of the parties to select one of the five names as the arbitrator. Upon receiving such list, the method of selection shall be by virtue that each of the parties shall eliminate one name at a time until one name remains. The remaining name shall be the arbitrator who shall make his/her decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expenses of the arbitrator shall be shared equally by the parties of this Agreement.

The method in striking the names submitted for arbitration: the grieving party shall strike the first name.

The parties agree that an arbiter's authority, although binding to both, is limited to the actual grievance and past practice and has no power to amend or modify any of the provisions of the existing agreement, but to interpret those articles of the Agreement, which affect the grievance.

- (6) Duly authorized representatives of the Union shall have the right to accompany the Union grievances committee in the discussions or adjustments of any and all grievances and on any and all steps.

## **ARTICLE VII**

### **DISCHARGES AND SUSPENSIONS**

#### **Section 1.**

The parties agree that in matters of discipline, the principals of progressive discipline shall apply. Progressive discipline steps shall be as follows:

The following shall be the sequence of disciplinary action:

- |    |                    |    |            |
|----|--------------------|----|------------|
| A. | Oral Reprimands    | C. | Suspension |
| B. | Written Reprimands | D. | Discharge  |

The above sequence of disciplinary action shall not apply in cases when the infraction is considered just cause for written reprimand, immediate suspension or discharge.

#### **Section 2.**

During an employee's probation period, the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the employee. The employee shall have no recourse through the grievance procedure insofar as suspension, discharge or other discipline is concerned.

#### **Section 3.**

Discharges or suspensions shall be made only for just cause. The Union Representative and the employee affected shall receive prior notice in writing of any such action. An action to discharge an employee shall be taken by the Employer only after a hearing at which the employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against him/her. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

Section 4.

Demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employee affected shall receive prior notice in writing of any such action. If the Union feels that action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In the case where a demotion or transfer has been proven unjustified and the employee returned to his/her former status, the loss of pay involved shall be restored.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

Section 1.

The Employer agrees to permit the Negotiating Committee or Grievance Committee to appear at all negotiations or grievance meetings with department heads or the Employer in negotiations or disputes without loss of pay except that at no time shall grievance meetings interfere with efficient operation of the school plant and program, nor will the Employer pay more than four (4) employees while sitting on grievances during the normal working hours.

Any employee elected by the Union to represent such Union at International, State or District meetings, or other official Union business, and which requires his/her absence from duty, shall be allowed to attend such meetings without compensation.

Section 2.

There shall be no replacement of regularly employed employees by relief workers or volunteers for the purpose of performing bargaining unit work, nor shall same be placed in any classified position. Provided, however, community and parent volunteers may be utilized occasionally to perform incidental tasks and special projects with the mutual agreement of the Employer and the Union only as set forth in a signed Letter of Agreement and with the understanding that such shall not establish a precedent.

Section 3.

The Employer may utilize college or technical schoolwork study student employees, provided, however, such employees shall not be utilized in excess of forty-five (45) working days.

Bargaining unit employees shall not experience a reduction of the normal hours of work nor shall bargaining unit positions be reduced as a result of Summer Youth Program and/or Work Study Program employment.

Bargaining unit positions requiring additional compensation shall be filled with the senior qualified bargaining unit employee prior to being offered to non-bargaining unit personnel.

Section 4.

The Employer agrees to discontinue the practice of using a “summer grass cutter” effective January 1, 1992. The district may utilize non-union workers to cut grass on properties not owned by the school district.

Section 5.

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned.

Section 6.

The Employer shall erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section 7.

The District is required to negotiate with the Union on any matter materially affecting bargaining unit positions or terms and conditions of employment.

Section 8. Management Rights.

The management of Independent School District No. 695 and the direction of the working forces, the Operation of the said department, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of the employees in connection with reduction or increase in the working forces; the scheduling or work and the control and regulation of the use of all equipment and other property of the School District, are exclusive functions of the Employer; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

The Employer is not required to meet and negotiate on matters of inherent managerial policy. Such matters shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, size and direction of the work force, to assign overtime; to hire, promote, demote, discipline; and all management rights not expressly delegated in this Agreement are reserved to the Employer as long as he/she does not alter or violate any of the provisions of this Agreement.

Section 9.

A one calendar month written notice of his/her desire to separate for the purpose of P.E.R.A. retirement shall be given to the Employer. For the purpose of separation from the district the employee will provide a 2-week written notice to the Employer. If the employee fails to do so, he/she shall forfeit all benefits covered by the provisions of this Agreement.

Section 10.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department and Board of Education that are applicable hereto shall apply and become binding on the parties.

Section 11.

Provisions pertaining to Para-Educators:

- Subd. A. The starting date of employment for the Para-Educators shall be the first day that school is in session for the students.
- Subd. B. The items of sick leave, vacation, etc., shall be on a prorate basis (must work 20 hours or more per week) as per other seasonal employees (non-certificated).
- Subd. C. The holiday provisions on the current agreement shall apply but only to the holidays which fall within the school year and shall not include time off for teachers' convention days.
- Subd. D. Special Education Para-Educators will be paid for vacation time earned while school is in session at the conclusion of the calendar year or during non-student time with timely request approved by the superintendent.
- Subd. E. Para-educators shall work when students are present. Para-educators assigned to a one-on-one student will be given alternative work during regular student contact hours when their assigned student is absent. Seniority rights do not apply.
- Subd. F. All Aides will be paid for actual hours worked. First pay period time sheets will be submitted Sept 16 with first payroll payment on Sept 30. Final payment for hours will be made June
- Subd. G. Special Education Para-Educators will be paid \$.20 per hour for CPI. The district reserves the right to select the Para-Educators for training.

Section 12.

The Employer shall provide the Union with a copy of all job classifications and job descriptions identifying the specific duties of the respective employee positions, as such job descriptions are updated and amended. All staff will receive an annual evaluation thirty (30) days prior to their anniversary date, except para educators' who shall receive an annual evaluation during the school year. The annual evaluation will be based on the job description and the employee's performance. Such evaluations shall only be used for counseling and coaching purposes and shall not be used for the purposes of disciplinary action.

Section 13.

In the event of the death of an employee, all severance pay, unused vacation, and accumulated compensatory time not paid to the employee shall be paid to his/her beneficiary or to the estate of the employee.

Section 14.

Any employee serving as an Extra Curricular Advisor will not be required to use leave to attend an event that is part of the activity they are supervising. Any employee who is serving as an advisor and is unable to fulfill the duties of the advisor will not be paid for that supervision.

Section 15.

In the event of an emergency closing, snow day or school being closed for some other unforeseen reason, employees will be given the opportunity to make up the hours. In the event, for any of the above reasons, school is closed during any part of the normal school day, employees shall be required to work until the end of their shift.

**ARTICLE IX**  
**SICK LEAVE**

Section 1.

All regular employees shall earn sick leave at the rate of two (2) working days for each month of service, accumulative to one hundred eighty (180) working days.

Sick leave shall be computed as follows: 2 days will be earned if sick 10 days or less; 1 day will be earned if sick 11-15 days; and 0 days will be earned if sick over 15 days.

Employees may donate a minimum of .5 and a maximum of 5.0 vacation days per year to be used as sick leave by other members of the bargaining unit.

Section 2.

Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to his/her illness which prevented his/her attendance at school and performance of duties on that day or days. In accordance to MN Statute 181.9413 an employee may use their accumulated sick leave benefits for the care of a family member due to illness or injury. The employer may limit the number of absences available to the employee based on their employment status.

All employees must give the District one (1) hour notice of needing to use sick leave before their shift begins; excluding emergency situations.

The Employer may require an employee to furnish a medical certificate from the school health officer or from a qualified physician medical facility or provider (ie. clinic, hospital, urgent care facility) as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility for payment of an employee for sick leave is reserved to the Employer. In the event that a medical certificate will be required, the employee will be so advised.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. After an employee has used all of his/her accumulated sick leave, he/she shall be granted a leave of absence without pay not to exceed six (6) months without having his/her name removed from payroll. After each six-month period has expired, the Employer shall review the case and decide whether any further leave shall be granted, not to exceed three (3) years and subject to a doctor's report for each six-month period. An employee must request each leave of absence or extension in writing prior to eligibility.

Section 3.

The Employer and the Union agree to comply with the following Workmen's Compensation regulations: It is agreed that if an employee of Independent School District No. 695 shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his/her regular monthly pay rate, same to be deducted from said accrued vacation or sick leave benefits; the School District will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Workmen's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 4.

The Employer agrees to pay for the x-rays or tuberculin tests and for the entire physical examination, if required by law.

Section 5. Effective July 1, ~~2021~~ ~~2015~~, the School District agrees to pay ~~\$85.00~~ ~~80.00~~ per day for sick leave accumulated to 180 days as severance pay upon termination of employment from the School District, or upon the death of the employee. The employee may elect to have the entire contribution paid on their behalf to a designated 403b account and or a 457 account, or the employee has the option to have a full pay out.

All employees hired after January 1, 2016 must have worked with the District a minimum of fifteen (15) years to qualify for severance pay. For clarification, all employees hired before January 1, 2016 who have worked with the District a minimum of ten (10) years will qualify for severance pay.

AFSCME, AFL-CIO Local Union 536 and Chisholm Public Schools #695 agree that the following vendors will be eligible to receive contributions from employees and the employer for the 403(b) Deferred Compensation plan.

1. AIG (Valic)
2. Educators Financial Service
3. Ameriprise Financial Services
4. NY Life (if in compliance)
5. Equitable (if in compliance)
6. Metropolitan (if in compliance)
7. Thrivent
8. Edward Jones

These vendors will be incorporated into the 403(b) plan document required by the IRS.

Any new cost encumbered by the employee participating in a personal annuity will be born by the employee.

Section 6.

Four (4) personal leave days shall be allowed for business, which cannot be conducted at any other time. Allowed to carry one over the next year. Maximum is (5) in one year. Seventy-two (72) hour prior request and approval of the Superintendent is required. Ten percent of unit may be gone for this reason at any one time. Personal leave can be taken in full or half-day increments.

Section 7.

Once an employee has reduced their accumulated leave (sick, personal and vacation) to five (5) total days, that employee will be notified that they will NOT be paid to date but will be paid with a 2-week delay. Once a para educator has reached the point of a two-week delay they will remain on that status for the remainder of the school year. This section is in accordance with all conditions of the CBA.

**ARTICLE X**  
**DEATH OR SERIOUS ILLNESS IN A FAMILY**

In case of serious illness or death in the immediate family, three (3) days will be allowed. According to the necessity and the distance traveled, extra time may be granted at the discretion of the Superintendent. Immediate family shall be defined as brother, sister, daughter, son, father, mother, wife or husband, grandchildren, brother-in-law, sister-in-law and grandparents of either the employee or his/her spouse. One day will be allowed for funerals of other close relatives - aunts, uncles, and first cousins of the employee or employee's spouse. All days used will be deducted from sick leave accumulation. Effective 7/1/96, nephews or nieces of the employee or the employee's spouse are included in the one (1) day of emergency leave.

**ARTICLE XI**  
**HOLIDAYS**

Section 1.

All regular employees shall receive the following paid holidays:

New Year's Day  
President's Day  
Good Friday

Easter Monday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

Employees will be given the Friday after Thanksgiving. At such a time when Veterans Day might become a school holiday in Chisholm, the Friday after Thanksgiving would no longer be given as a paid holiday.

Section 2.

All regular employees who are required to work on any of the above-mentioned holidays shall be compensated at time and one-half pay for their work that day in addition to their regular holiday pay.

Section 3.

When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day's paid vacation.

Section 4.

To qualify for holiday pay for a holiday not worked, it is required that each employee shall have worked his or her last scheduled work day or shift, prior to, and the first scheduled work day following the holiday, unless the employee is absent before or after a holiday for such reasons as scheduled vacation, sick leave, jury duty, death in the immediate family or approved compensation time. Those on sick leave prior to or after a holiday must present a physician's slip certifying the illness.

Section 5.

Employees who are working during Christmas break will be allowed to come to work at 8:00 a.m. and work until noon on both Christmas Eve and New Year's Eve. (These two half days are not to be considered as extra holidays, vacation time, or be used for the purpose of achieving overtime).

Section 6.

In the event that the school calendar includes Memorial Day and is subsequently changed, the employees shall still receive holiday pay for Memorial Day.

**ARTICLE XII**  
**VACATIONS**

Section 1.

All full-time employees shall receive two (2) weeks of vacation annually with pay after one year of service; three (3) weeks of vacation annually after seven (7) years of service; four (4) weeks of vacation annually after fourteen (14) years of service; and one-half (1/2) day per year after 14 years up to 30 years of service. Capped at 30 years. Vacation time shall be computed as of July 1. Any employee starting work after July 1 shall have his/her vacation time figured pro rata from such starting time until July 1 next. No more than four (4) weeks may be taken during the summer.

Section 2.

All requests for time off shall be submitted electronically and approved by supervisor/department Head. An employee may take vacation at any time of the year. The rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.—~~All~~ **It is intended that** vacation time shall be used by December 31<sup>st</sup> of the following year in which it is earned. **At the employee's option up to five (5) days of unused vacation time shall be paid out during the last pay period prior to the new year or employee anniversary date. Any vacation time in excess of five (5) days remaining unused shall be forfeited.** Vacation is computed from July 1<sup>st</sup> through June 30<sup>th</sup>. (Example: July 1, 1993-June 30, 1994. Vacation must be used by December 31, 1994.) **(Information regarding Para-Professionals can be found in Article 12, Section 5, Sub. B)**

### Section 3.

The vacation period of an employee will not be split, except by mutual agreement of the employee and the Employer.

### Section 4.

Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year, unless he/she has failed to comply with Article VIII, Section 9, or was unable to do so because of serious emergency.

### Section 5.

Subd. A. Special Education Para-Educators **hired on or after 7/1/2014**, will be paid for vacation time earned ~~while school is in session at the conclusion of the calendar year~~ **once annually on the employee's anniversary date** or during non-student **from the first day of school until the last day of school** with timely request approved by the superintendent.

Subd. B. Special Education Para-Educators will be allowed to take not more than two weeks of vacation time while school is in session, of which no more than five (5) days shall be consecutive. Any remainder of vacation time shall be earned in pay. Education Para-Educators shall provide ample notice to the employer of the desired time off in order to ensure that a competent replacement is found before his/her vacation request will be approved.

## **ARTICLE XIII** **HOURS OF WORK**

### Section 1.

The normal hours of work shall be eight (8) hours per day and forty-(40) hours per week. Hours worked in excess of eight (8) per day or forty-(40) per week will be compensated for at one and one-half times the hourly rates. All paid holidays will be considered as days worked in the computation of overtime.

## Section 2.

All shifts beginning between 6:00 a.m. and 9:00 a.m., inclusive, shall be considered day shifts. All shifts beginning between 2:00 p.m. and 5:00 p.m., inclusive, shall be considered afternoon shifts. All shifts beginning between 10:00 p.m. and 1:00 a.m., inclusive, shall be considered night shifts. Each employee scheduled to work on the afternoon shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift, and each employee scheduled to work on the night shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift. An employee who begins work at a time not specified above shall be paid a premium of \$.30 per hour for all hours worked by him/her between 11:00 p.m. and 7:00 a.m. All employees who are scheduled or called out at times other than their routine schedules will be entitled to the appropriate shift differential. Differential pay on hours worked in excess of 48 hours will be paid at time and one-half rates.

## Section 3.

Split shift work shall not be scheduled for employees of any department, nor shall employees be scheduled for more than one-hour lunch periods.

All overtime will be cash pay in accordance with this Agreement except where an employee wishes compensatory time in lieu of pay, subject to prior approval by the Employer. The employee must indicate this prior to working overtime. He/she shall file a written request at least three (3) days in advance of the period for taking such compensatory time. All compensatory time will be at one and one-half (1-1/2) times the regular hours worked and if granted either used or compensated only during non-student days within the fiscal year earned.

## Section 4.

Authorization of overtime must come from the Superintendent's Office. Employees desiring to work overtime shall indicate their interest in such overtime by signing the overtime list.

All overtime shall be offered by the department head on a rotation basis in accordance with seniority and qualifications in the respective classification. Classification for the purposes of this section shall mean Custodial, Clerical, and Para-educators. As overtime occurs, the senior employee will be offered the first opportunity to work said overtime. In the event the senior employee declines, such overtime shall be offered to the next senior employee in the rotation. This procedure shall be continued until an employee accepts the overtime. Subsequent overtime shall be offered beginning with the employee next in rotation.

In the event an employee is scheduled for vacation, compensatory time, personal leave day, or sick day or declines to work such overtime the next employee in the rotation will be offered said overtime.

Overtime shall only be offered if such does not conflict with the employee's regular scheduled shift.

Weekend overtime shall be offered to the afternoon shift employees first.

A list of overtime being offered and refused shall be posted in the garage and carpenter shop at the end of each pay period.

Section 5.

An employee who is called out for service during his/her regular scheduled time off or days off shall receive a minimum of two hours' pay. Definition of callouts is:

- (1) When an employee is called out at any hour prior to his/her regular schedules starting time;
- (2) When an employee has left the job after completing his/her scheduled day of work for thirty minutes or more and is subsequently called out;
- (3) When an employee is scheduled on a day off such as weekends, holidays, or vacation.

An employee is not eligible for a call-out if he/she continues to work overtime beyond his/her regular scheduled workday without any break in working time.

Section 6.

All employees with sixteen (16) hours asbestos training shall receive \$5.00 per hour, in addition to the employee's regular salary, while performing operation and maintenance of asbestos and/or removal of asbestos. Employee must have Superintendent's approval prior to work being performed.

Section 7.

In the event job duties and requirements are changed for an employee's currently held position, the employee shall be given adequate time and opportunity to obtain the necessary requirements. The employer agrees to compensate such employee for job related training and workshops that are held outside the employees' normal work hours and the employee shall be provided salary compensation at the appropriate rate of pay for workshop hours attended.

Section 8.

Employees assigned to work out of class shall be paid at their normal hourly rate of pay or at the hourly rate of pay of the assignment, whichever is greater, for all hours worked in such assignment. Hourly rate is exclusive of the supervisor's monthly stipend.

**ARTICLE XIV**  
**LONGEVITY**

All employees shall be entitled to longevity on the following basis: 3.5% of an employee's annual salary will be paid after 15 years, 4.5% after 20 years and 5.5% of annual salary after 25 years, and 6% of annual salary after 30 years. Annual salary would not include overtime work.

**ARTICLE XV**  
**DEFINITIONS**

Casual Employee:

An employee who works sporadically and no more than fourteen (14) hours per week.

Temporary Employee:

An employee who is scheduled for a specific length of time, not to exceed thirty-(30) working days. A temporary employee may be full or part-time.

Longevity:

Refers to the length of service with the School District, calculated from the first date of service, of most recent hire.

Retirement:

An employee will be considered retired if he/she has worked for a period of time sufficient to retire under the provisions of PERA and/or the Federal Social Security Act, and the employee is collecting an annuity.

Temporary Vacancy:

A temporary vacancy shall be created when the District is experimenting with a new position, or someone from the bargaining unit is unable to perform their duties for a period of thirty-(30) working days due to illness, injury, or personal emergency.

Leave of Absence:

Time off without pay that is granted for a specific length of time.

The parties agree that the following (full-time and part-time) definitions shall not alter or change the provisions of the Agreement as provided per past practice.

Full-time Employees:

Employees whose normal hours of work per week are forty-(40) hours.

Part-time Employees:

Employees whose hours per week are more than fourteen (14) but less than forty-(40) hours.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until June 30, 20~~21~~ 23, a period of two years and from year to year thereafter unless either party gives notice at least ninety (90) days prior to the annual renewal date to amend or terminate this Agreement. It shall be the obligation of the parties of this Agreement to complete negotiations in accordance with the Public Employees Labor Relations Act. If settlement on a new agreement cannot be reached prior to termination, the present contract shall remain in effect until a new settlement has been reached.

Employees should be familiar with agreement and refer to it when questions arise. No individual should expect to receive preferential treatment that would not be contained in this Agreement. All conditions of work shall be adhered to by each and every employee. Other rules and regulations pertaining to working conditions as adopted by the School Board are to be followed by all employees.

Executed by:

_____ Chairman, Board of Education	_____ Date	_____ Staff Representative Local 536	_____ Date
_____ Clerk, Board of Education	_____ Date	_____ President, Local No. 536	_____ Date

NOTE: Special education Para-Educators will receive \$.20 per hr./ for CPI. The district reserves the right to select Para-Educators for training.)

New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee’s payroll checks will be available at a bank of the employee’s choice. Management of payroll records will be available on the school district’s website, or by written request (24 hours in advance) a check copy will be available in the business office.

SALARY DETERMINATION SCHEDULE					
APPENDIX A-1					
July 1, 2021 - June 30, 2022					
	\$0.60	Per hour increase			
		Step I	Step II	Step III	Step IV
		85%	90%	95%	100%
<b>Base Salary</b>					
Prior Year's Monthly Salary	\$3,937.48				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.36	\$19.86	\$21.02	\$22.19	\$23.36
Monthly Salary (New hourly rate x 173)	\$4,041.28	\$3,435.09	\$3,637.15	\$3,839.22	\$4,041.28
Annual Salary	\$48,495.36	\$41,221.06	\$43,645.82	\$46,070.59	\$48,495.36
<b>JOB CLASSIFICATION</b>					
<b>Bus Garage/Custodian/Bus Driver</b>	\$4,041.28	<b>Base Salary</b>			
<b>\$60 Mechanic extra per month</b>	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36
<b>Transportation Foreman</b>	\$4,041.28	<b>Base Salary</b>			
<b>\$60 Mechanic, \$100 Foreman extra per month</b>	\$160.00				
Monthly Salary	\$4,201.28	\$3,571.09	\$3,781.15	\$3,991.22	\$4,201.28
Annual Salary	\$50,415.36	\$42,853.06	\$45,373.82	\$47,894.59	\$50,415.36
<b>Custodian/Bus Driver</b>	\$4,041.28	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36
<b>Carpenter Shop/Bus Driver</b>	\$4,041.28	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,101.28	\$3,486.09	\$3,691.15	\$3,896.22	\$4,101.28
Annual Salary	\$49,215.36	\$41,833.06	\$44,293.82	\$46,754.59	\$49,215.36
<b>Utility/Supervisor/Custodian</b>	\$4,041.28	<b>Base Salary</b>			
<b>\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month</b>	\$220.00				
Monthly Salary	\$4,261.28	\$3,622.09	\$3,835.15	\$4,048.22	\$4,261.28
Annual Salary	\$51,135.36	\$43,465.06	\$46,021.82	\$48,578.59	\$51,135.36

<b>Custodian</b>					
Prior Year's Monthly Salary	\$3,909.80	<b>Custodian Base Salary</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.20	\$19.72	\$20.88	\$22.04	\$23.20
Monthly Salary (New hourly rate x 173)	\$4,013.60	\$3,411.56	\$3,612.24	\$3,812.92	\$4,013.60
Annual Salary	\$48,163.20	\$40,938.72	\$43,346.88	\$45,755.04	\$48,163.20
<b>Custodian/Operating Engineer</b>					
Prior Year's Monthly Salary	\$4,013.60	<b>Custodian Base Salary</b>			
<b>\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month</b>	\$80.00				
Monthly Salary	\$4,093.60	\$3,479.56	\$3,684.24	\$3,888.92	\$4,093.60
Annual Salary	\$49,123.20	\$41,754.72	\$44,210.88	\$46,667.04	\$49,123.20
<b>Asst. Chief Engineer/Cust/Bus Driver</b>					
Prior Year's Monthly Salary	\$4,094.91				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.27	\$20.63	\$21.84	\$23.06	\$24.27
Monthly Salary (New hourly rate x 173)	\$4,198.71	\$3,568.90	\$3,778.84	\$3,988.77	\$4,198.71
Annual Salary	\$50,384.52	\$42,826.84	\$45,346.07	\$47,865.29	\$50,384.52
<b>Chief Engineer</b>					
Prior Year's Monthly Salary	\$4,177.95				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.75	\$21.04	\$22.28	\$23.51	\$24.75
Monthly Salary (New hourly rate x 173)	\$4,281.75	\$3,639.49	\$3,853.58	\$4,067.66	\$4,281.75
Annual Salary	\$51,381.00	\$43,673.85	\$46,242.90	\$48,811.95	\$51,381.00
<b>Secretary Class II/Principal Office</b>					
Prior Year's Monthly Salary	\$4,077.61	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.17	\$20.54	\$21.75	\$22.96	\$24.17
Monthly Salary (New hourly rate x 173)	\$4,181.41	\$3,554.20	\$3,763.27	\$3,972.34	\$4,181.41
Annual Salary	\$50,176.92	\$42,650.38	\$45,159.23	\$47,668.07	\$50,176.92
<b>\$30 per month to sunset upon retirement</b>	\$30.00				
Monthly Salary	\$4,211.41				\$4,211.41
Annual Salary	\$50,536.92				\$50,536.92
<b>Secretary Class III/Comm Ed</b>					
Prior Year's Monthly Salary	\$3,958.24	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.48	\$19.96	\$21.13	\$22.31	\$23.48
Monthly Salary (New hourly rate x 173)	\$4,062.04	\$3,452.73	\$3,655.84	\$3,858.94	\$4,062.04
Annual Salary	\$48,744.48	\$41,432.81	\$43,870.03	\$46,307.26	\$48,744.48
<b>Special Education Aides - Hourly Rate</b>					
	\$18.87	\$16.04	\$16.98	\$17.93	\$18.87

New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee's payroll checks will be available at a bank of the employee's choice. Management of payroll records will be available on the school district's website, or by written request (24 hours in advance) a check copy will be available in the business office.

SALARY DETERMINATION SCHEDULE					
APPENDIX A-1					
July 1, 2022 - June 30, 2023					
	\$0.45	Per hour increase			
		Step I	Step II	Step III	Step IV
		85%	90%	95%	100%
<b>Base Salary</b>					
Prior Year's Monthly Salary	\$4,041.28				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.81	\$20.24	\$21.43	\$22.62	\$23.81
Monthly Salary (New hourly rate x 173)	\$4,119.13	\$3,501.26	\$3,707.22	\$3,913.17	\$4,119.13
Annual Salary	\$49,429.56	\$42,015.13	\$44,486.60	\$46,958.08	\$49,429.56
<b>JOB CLASSIFICATION</b>					
<b>Bus Garage/Custodian/Bus Driver</b>	\$4,119.13	<b>Base Salary</b>			
<b>\$60 Mechanic extra per month</b>	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56
<b>Transportation Foreman</b>	\$4,119.13	<b>Base Salary</b>			
<b>\$60 Mechanic, \$100 Foreman extra per month</b>	\$160.00				
Monthly Salary	\$4,279.13	\$3,637.26	\$3,851.22	\$4,065.17	\$4,279.13
Annual Salary	\$51,349.56	\$43,647.13	\$46,214.60	\$48,782.08	\$51,349.56
<b>Custodian/Bus Driver</b>	\$4,119.13	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56
<b>Carpenter Shop/Bus Driver</b>	\$4,119.13	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,179.13	\$3,552.26	\$3,761.22	\$3,970.17	\$4,179.13
Annual Salary	\$50,149.56	\$42,627.13	\$45,134.60	\$47,642.08	\$50,149.56
<b>Utility/Supervisor/Custodian</b>	\$4,119.13	<b>Base Salary</b>			
<b>\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month</b>	\$220.00				
Monthly Salary	\$4,339.13	\$3,688.26	\$3,905.22	\$4,122.17	\$4,339.13
Annual Salary	\$52,069.56	\$44,259.13	\$46,862.60	\$49,466.08	\$52,069.56

<b>Custodian</b>					
Prior Year's Monthly Salary	\$4,013.60	<b>Custodian Base Salary</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.65	\$20.10	\$21.29	\$22.47	\$23.65
Monthly Salary (New hourly rate x 173)	\$4,091.45	\$3,477.73	\$3,682.31	\$3,886.88	\$4,091.45
Annual Salary	\$49,097.40	\$41,732.79	\$44,187.66	\$46,642.53	\$49,097.40
<b>Custodian/Operating Engineer</b>					
Prior Year's Monthly Salary	\$4,091.45	<b>Custodian Base Salary</b>			
<b>\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month</b>	\$80.00				
Monthly Salary	\$4,171.45	\$3,545.73	\$3,754.31	\$3,962.88	\$4,171.45
Annual Salary	\$50,057.40	\$42,548.79	\$45,051.66	\$47,554.53	\$50,057.40
<b>Asst. Chief Engineer/Cust/Bus Driver</b>					
Prior Year's Monthly Salary	\$4,198.71				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.72	\$21.01	\$22.25	\$23.48	\$24.72
Monthly Salary (New hourly rate x 173)	\$4,276.56	\$3,635.08	\$3,848.90	\$4,062.73	\$4,276.56
Annual Salary	\$51,318.72	\$43,620.91	\$46,186.85	\$48,752.78	\$51,318.72
<b>Chief Engineer</b>					
Prior Year's Monthly Salary	\$4,281.75				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.20	\$21.42	\$22.68	\$23.94	\$25.20
Monthly Salary (New hourly rate x 173)	\$4,359.60	\$3,705.66	\$3,923.64	\$4,141.62	\$4,359.60
Annual Salary	\$52,315.20	\$44,467.92	\$47,083.68	\$49,699.44	\$52,315.20
<b>Secretary Class II/Principal Office</b>					
Prior Year's Monthly Salary	\$4,181.41	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.62	\$20.93	\$22.16	\$23.39	\$24.62
Monthly Salary (New hourly rate x 173)	\$4,259.26	\$3,620.37	\$3,833.33	\$4,046.30	\$4,259.26
Annual Salary	\$51,111.12	\$43,444.45	\$46,000.01	\$48,555.56	\$51,111.12
<b>\$30 per month to sunset upon retirement</b>	\$30.00				
Monthly Salary	\$4,289.26				\$4,289.26
Annual Salary	\$51,471.12				\$51,471.12
<b>Secretary Class III/Comm Ed</b>					
Prior Year's Monthly Salary	\$4,062.04	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$23.93	\$20.34	\$21.54	\$22.73	\$23.93
Monthly Salary (New hourly rate x 173)	\$4,139.89	\$3,518.91	\$3,725.90	\$3,932.90	\$4,139.89
Annual Salary	\$49,678.68	\$42,226.88	\$44,710.81	\$47,194.75	\$49,678.68
<b>Special Education Aides - Hourly Rate</b>					
	\$19.32	\$16.42	\$17.39	\$18.35	\$19.32

**APPENDIX “B”**

**GROUP INSURANCE BENEFITS FOR ALL NON-INSTRUCTIONAL EMPLOYEES**

Section A.     Dental Insurance:

Effective July 1, 2014 the school district will provide and pay 90% of the premium and the employee 10% of the premium for the dental health care program. Retirees shall have the option of purchasing the dental plan at their own expense.

Section B.     Life Insurance:

The Employer will provide and pay for the premiums for a Life Insurance Program for all employees working twenty (20) hours or more per week as follows:

Basic Insurance per employee - \$50,000.00

\$10,000.00 life insurance policy to be paid for by the District for retiring employees **with less than twenty (20) years of service. \$15,000.00 life insurance policy to be paid for by the District for retiring employees with twenty (20) or more years of service.** Active employees and retirees retain the option to purchase more life insurance at his/her own expense as per the policy of the carrier.

Section C.     Health and Hospitalization Insurance:

Effective September 1, 2003, any new employee hired will not be eligible for district contributions towards retiree health benefits. Any or all of earned severance may be placed in an individual account that could be used to cover health care costs until depleted. Upon death, the remaining funds may be used towards dependent coverage or will be paid to beneficiaries.

**CONSUMER HEALTH DIRECTIVE PLAN (VEBA#831):** Effective September 1, 2019, the District shall pay \$725.00 toward single premiums and \$1521.92 toward family premiums of the Consumer Health Directive Plan (CHDP) #831 VEBA. Effective September 1, 2019, the district will contribute 65% (\$1202.50) of the single deductible and 65% (\$2405.00) of family deductible. Future contributions are to be negotiated with each new contract. The District shall make two (2) bi-annual contributions into the employee’s VEBA account. The District shall make the first 50% contribution by September 1<sup>st</sup> of each year and the second 50% contribution by February 1<sup>st</sup> of each year. District’s contributions will be determined based on the employee’s status on September 1 and February 1 of each year. The employee must be a policyholder in order to qualify for any district contribution toward health insurance.

At the September 1, 2021 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

At the September 1, 2022 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

The District shall also allow for hardship requests from the employee who may incur a medical/prescription bill that exceeds the balance in an individual's VEBA account. The employee will have to provide evidence of charges by submitting the EOB (explanation of benefit) statement receipt from the medical provider or pharmacy. Upon receipt of such proof, the District will take action to deposit an amount to cover the shortage or the balance of the annual contribution whichever is less. In no instance will the District contribute more than the prescribed annual allowance as stated in this section.

The District shall pay the monthly fee to administer VEBA accounts.

District health insurance payments will be prorated for part-time employees hired after July 1, 1996, and who work thirty-one (31) hours per week or less. Earned and paid hours shall be considered as hours worked.

**EARLY RETIREES:** Early retirees who are eligible for group insurance under conditions of this bargaining agreement, ARTICLE VIII, will receive the same premium and deductible contributions from district. Early retirees will adhere to all condition set forth as active employees. Once any retiree or dependent become Medicare eligible, they must move to Senior Gold and Blue Rx as per current rate schedule.

The Employer and the Union agree to review Health Insurance options during the term of this Agreement. However, adoption of a new health insurance plan shall be subject to ratification by the Union and the Employer. A new health plan may be implemented only if ratified by both parties.

Section D.     Income Protection Insurance:

The Employer shall continue to provide and pay the entire premium for long-term disability insurance, which provides 66-2/3% of salary, 90 waiting days, and \$30,000.00 maximum annual covered salary, for all employees.

Section E.     Employee or their dependents engaged in self-employed business are required to carry worker's compensation insurance.

**APPENDIX "C"**

**RETIRED AND DISABLED EMPLOYEE COVERAGE**

- A. Retiring employees hired after January 1, 2016, who are qualified by P.E.R.A. requirements (age plus years of service) must either have served the School District for at

least 15 continuous years, or otherwise have 20 years of service or more with the School District immediately prior to retirement in order to qualify for the retiree plan.

Effective September 1, 2019 Veba/ Retiree Hospital/Medical Benefits shall be as follows:

**SCHEDULE E  
VEBA MEDICAL  
RETIREE HOSPITAL/MEDICAL BENEFITS  
Effective rates as of 9/1/2021**

	Total	District Share	Employee Share
Family 65-	\$2,091.00	\$1,247.17	\$843.83
Single 65-	\$851.50	\$613.25	\$238.25
Single RE Dependent	\$851.50	\$458.50	\$393.00

**GROUP PLATINUM BLUE  
RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL BENEFITS  
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$130.00	\$100.50	\$29.50
Retired Emp Dependent	\$130.00	\$64.50	\$65.50
RE Widow/Widower	\$130.00	\$0	\$130.00

**(Any increases would be a 50/50 split.)  
PRE-MACRA RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL  
BENEFITS  
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$254.00	\$162.50	\$91.50
Retired Employee Dependent	\$254.00	\$126.25	\$127.75
RE Widow/Widower	\$254.00	\$0.00	\$254.00

**(Any increases would be a 50/50 split.)  
POST MACRA SENIOR GOLD/MEDICARE ELIGIBLE HOSPITAL/MEDICAL**

**BENEFITS**  
**Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$236.50	\$153.75	\$82.75
Retired Employee Dependent	\$236.50	\$117.75	\$118.75
RE Widow/Widower	\$236.50	\$0	\$236.50

**RETIREE/MEDICARE ELIGIBLE GROUP PRESCRIPTION PLAN (BLUE RX)**  
**Effective rates as of 1/1/2022**

	Total	District Share	Employee share
Retired Employee	\$178.00	\$110.50	\$67.50
Retired Emp Dependent	\$178.00	\$88.50	\$89.50
RE Widow/Widower	\$178.00	\$0	\$178.00

**RETIREE/MEDICARE ELIGIBLE PRESCRIPTION RATES AS FOLLOWS:**

		<b>\$0, \$20, \$40, \$60, 25%</b>
GAP		NO
DEDUCTIBLE		N/A
LEVEL 1	FORMULARY GENERIC	\$0
LEVEL 2	FORMULARY PREFERRED BRAND	\$20
LEVEL 3	FORMULARY BRAND	\$40
LEVEL 4	SPECIAL TIER	\$60
SUPPLEMENTAL DRUGS		25%
FORMULARY		4-LEVEL

- B. All retirees qualifying under Section (A) and dependents eligible for parts A or B Medicare, or both, shall enroll in those parts of Medicare for which they are eligible and shall be offered a supplemental plan to Medicare which will make their level of benefits equal to the benefits of an active employee. The district and retiree shall split premium increases 50/50. Effective January 1, 2008 a new supplemental plan shall be offered to all qualifying retirees and their dependents. Each qualifying individual will carry a single supplemental plan covering both medical and prescription coverage. Conditions governing the new supplemental coverage include:
- a) All increases in both medical and prescription coverage will be split 50/50.

- b) This is the plan for all future retirees covered by medical/retiree insurance.
- C. Retirees, as defined in Section (A) above, and/or their dependents that are not eligible for Medicare, shall be continued on the active group level of benefits. The School District will contribute towards single and family coverage in accordance with the active employee Hospital/Medical Benefits Schedule. The district and retiree shall split premium increases 50/50.
- D. Part-time employees who are eligible as active employees for hospitalization and medical insurance coverage shall qualify for the retiree plan.
- E. The retired employee shall monthly remit to the School District Business Office that portion of the premium for which he/she is liable prior to the due date. Failure to comply with such procedure shall result in a termination of the plan for such employee.
- F. Retiring employees not eligible for Medicare must have served the School District for at least 15 continuous years immediately prior to retirement in order to qualify for the following plan:
  - 1. Retirees who are forced to leave for medical reasons shall be continued on the active level of benefits. The School District will contribute towards single and family coverage. The district and retiree shall split premium increases 50/50.
  - 2. The School Board reserves the right to determine the eligibility of the employee applying for this benefit.
- G. Each retiree, upon retirement, shall be given a copy of the rules for hospital and medical insurance coverage for retired employees.
- H. Rose Mae Peternal shall be grandfathered into Employer paid benefits provided under the collective bargaining agreement effective upon her request and subsequent retirement.

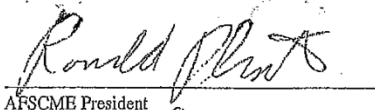
Memorandum of Understanding  
Between ISD # 695 and American Federation  
Of State, County, and Municipal Employees, AFL-CIO  
Local Union # 536

This Memorandum of Understanding will address ARTICLE XII VACATIONS, Sections 1 and 2. All employees hired prior to July 1 2014 who are eligible for vacation benefits will be grandfathered in under the existing CBA language. All procedures and time lines currently in place will remain.

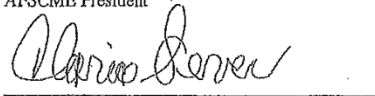
All employees hired on or after July 1, 2014 and who are eligible for vacation benefits will fall under the following conditions:

- After 1 year of employment the employee is entitled to 2 weeks of vacation (prorated based on months worked in a calendar year)
- 3 weeks after 7 years (Prorated)
- 4 weeks after 14 years (Prorated)
- ½ day after 14 yrs-capped at 30 yrs (Prorated)
- Vacation time will be computed on the hire anniversary date of the employee
- Vacation time will be entered on Employee Self Serve (ESS)
- No other notification will be given to the employee
- It is the employee's responsibility to verify ESS for accuracy
- The employee is required to report all miscalculations to the Supt. Office. Failure to do so will result in disciplinary actions
- All miscalculation will be adjusted immediately
- All vacation time must be used in one calendar yr, (from anniversary date to anniversary date)
- Unused vacation time will be forfeited.
- The employee must provide a green slip to their supervisor prior to the vacation date
- The supervisors shall consult with all employees entitled to vacation, and from such consultation, a working schedule for the vacation shall be established subject to the approval of the Superintendent.

This MOU will go into effect as of July 1, 2014 and will remain into effect until a new language is incorporated in the CBA

  
AFSCMB President

1-20-16  
Date:

  
Chairperson

1-25-16  
Date:

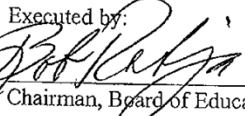
MEMORANDUM  
OF  
UNDERSTANDING

Between AFSCME Local 536, and Chisholm Public Schools

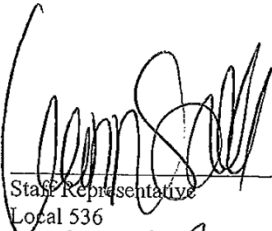
Regarding: Extra stipend for Secretaries

The Chisholm School District and AFSCME agree that the extra monthly stipend of \$30 a month, for the three building secretaries will sunset on the retirement/termination of employment of:

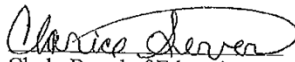
Rachel Rahja  
Sheila Kne  
Diane Yonkovich  
Mary Jo Pavoivich

Executed by:  
  
Chairman, Board of Education

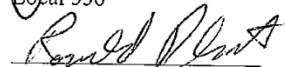
Date

  
Staff Representative  
Local 536

9/4/19  
Date

  
Clerk, Board of Education

Date

  
President, Local No. 536

Date

Dr. Janey Blanchard  
Superintendent  
Ext. 2900

Simone Zunich  
Business Manager  
Ext. 2904

Jennifer Crotteau  
Counselor  
Ext. 3904

Community Ed Office  
Ext. 1904



Richard B. Aldrich  
Sr. High Principal  
Ext. 3900

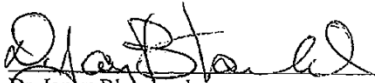
Jeffrey S. Hancock  
Pre K-6 Principal  
Ext. 1900; Pre K-3  
Ext. 2906; 4th-6th

Mark C. Morrison  
Asst. K-12 Principal  
Activities Director  
Ext. 3902

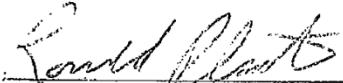
LETTER  
OF  
UNDERSTANDING

To: AFSCME  
From: Chisholm Public Schools  
Regarding: Chief Boiler/Electrical

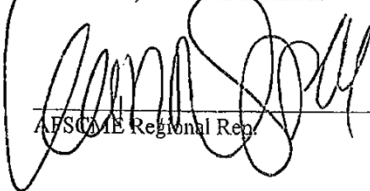
The Chisholm Schools are willing to pay the position of Chief Boiler in the amount of \$65,000 the first year; the second year will reflect the increase agreed upon in the contract. All other benefits will fall under the collective bargaining language agreed upon for the 2019-2021 contract.

  
\_\_\_\_\_  
Dr. Janey Blanchard

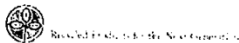
Date 12-13-19

  
\_\_\_\_\_  
Ron Plante, AFSCME President

Date 12-13-19

  
\_\_\_\_\_  
AFSCME Regional Rep.

Date 12/13/19



Committed to high expectations  
500 5th Ave. SW  
St. Paul, MN 55102  
(612) 296-2200 • (612) 296-3411 Fax



This Letter of Understanding is entered into between the Chisholm Schools (hereafter "Employer") and AFSCME, AFL-CIO, Local 536 (hereafter "Union") representing the employees of AFSCME Non-Certified Staff.

WHEREAS: The employer has determined the need to create a new position entitled "Facilities and Grounds Operations Coordinator; and

WHEREAS: The position expectations require significant responsibilities including but not limited to ensuring organization of District Workflow, coordination of work/vacation schedules, standardization of processes, evaluation of budgetary expenditures, and other decision making responsibilities;

WHEREAS: It is in the interest of both the Employer and the union to ensure that exceptional services are provided in a cost effective manner to tax payers, while providing fair compensation for work duties to retain quality employees;

WHEREAS: This position classification is new to both the union and the employer, different from past creation of positions such as adding additional staff to an existing classification or lesser changes to job duties;

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the trial terms of the new position classification, hours of work, and establish compensation rates for the new position;

BE IT RESOLVED: A new pay Classification, herein referred to as Facilities and Grounds Operations Coordinator shall be developed. \

BE IT FURTHER RESOLVED: The compensation for this position shall be commensurate with experience, licensure, credentials, etc. A

BE IT FURTHER RESOLVED: The initial offer of salary following interviews shall range from \$65,000-75,000 following a four-tier step process in the CBA.

BE IT FURTHER RESOLVED: The salary offered to the initial applicant shall be the salary for the position moving forward should the position become vacant in the future.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations providing the Employer does not discontinue the position prior.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement instead are in addition to the existing provisions. All other provisions of the collective bargaining agreement continue to apply including but not limited to, longevity pay, seniority, and other forms of premium pay.

DATED THIS 11<sup>th</sup> of April, 2022.

FOR THE EMPLOYER

[Signature of Board Chair]

Board Chair

[Signature of Superintendent]

Superintendent

FOR THE UNION

[Signature of Local President]

Local President

[Signature of Labor Representative]

Labor Representative

**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION**  
**INDEPENDENT SCHOOL DISTRICT NO. 695**  
**CHISHOLM, MINNESOTA**

**AND**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 536**

**JULY 1, 2023– JUNE 30, 2025**

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION  
OF INDEPENDENT SCHOOL DISTRICT NO. 695 AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION 536**

THIS AGREEMENT, ENTERED INTO BETWEEN THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 695, HEREINAFTER REFERRED TO AS THE “EMPLOYER”, AND LOCAL UNION NO. 536 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE “UNION”.

**ARTICLE I  
PURPOSE AND AGREEMENT**

**Section 1.**

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed by the parties hereto.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement providing that this provision is not meant to preclude independent causes of action under state or federal law.

**ARTICLE II  
RESPONSIBILITIES OF PARTIES**

**Section 1.**

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

**Section 2.**

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

**Section 3.**

The Union, including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

**ARTICLE III  
RECOGNITION**

**Section 1.**

The Employer recognizes Minnesota Council 65, and Local 536, American Federation of State, County and Municipal Employees, AFL-CIO, as exclusive representative for collective bargaining purposes of the employees of Independent School District No. 695 in the unit composed of all non-instructional employees of Independent School District No. 695 who are public employees under M.S. 179A, Subd. 14, excluding supervisory and confidential employees.

**Section 2.**

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color or political belief.

**ARTICLE IV**  
**CHECKOFF OF UNION DUES**

**Section 1.**

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 536 which are Union dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 536 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Business Office to stop deductions.

**Section 2.**

All employees of this bargaining unit who elect not to become members of the Union shall be required to contribute through payroll deduction a fair share fee for services rendered by the exclusive representative. Such monthly contribution shall be determined by the Union and withheld in accordance with the Minnesota Public Employment Labor Relations Act, 179A.06, Subd. 3.

**Section 3.**

A union steward will be allowed up to fifteen (15) minutes to contract new employees on paid time during the employer's initial onboarding on new hires. Administration will communicate with the Union Steward regarding available times during aforementioned on boarding for this meeting. The union steward must notify his or her supervisor of the meeting and such orientation will not interfere with the performance of the employee's work duties.

**ARTICLE V**  
**SENIORITY**

**Section 1.**

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for the School District. All new employees shall be on probation for a period of ninety (90) working days (520 hours for part-time employees), and upon successful completion of such probationary period, then seniority will revert to the first day of their employment.

**Section 2.**

An employee shall lose his/her seniority standing if:

1. He/she voluntarily resigns from employment.
2. He/she is discharged for cause.

3. He/she fails to report for work after layoff within fifteen (15) calendar days after receipt of notice by registered mail. The Board of Education shall send this notice to return to work to the employee at his/her last-known address.
4. He/she has not been called back after three (3) years.

Section 3.

In the event of a layoff in any category of work, employees shall be laid off according to seniority in the inverse order of hiring.

Section 4.

Employees shall be rehired according to seniority in the inverse order of layoffs.

Section 5.

In cases of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

Section 6.

In cases of reduction in force or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in any classification of work, provided he/she has the necessary qualifications to perform the duties of the job involved.

Section 7.

Temporary vacancies shall be filled by the senior qualified employee opting for the vacancy at the discretion and appointment of the Superintendent of Schools. Supervisory personnel vacancies shall be filled by the School Board upon recommendation of the Superintendent; the following factors shall be considered in filling such vacancies: seniority, past performance, qualifications, and experience. In the event said vacancy has a higher rate of pay, employee filling such vacancy shall receive such higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his/her former position. A temporary vacancy known to be in excess of 30 working days shall be posted in the same manner as any other vacancy.

Section 8.

No employee shall be temporarily or permanently transferred to fill a position except that if no senior employee fills the position, then the junior employee shall be assigned.

Section 9.

Notice of all vacancies and newly-created positions shall be posted on employees bulletin boards and an Instant Alert will be sent to all members. Vacancies are to be posted in the following manner: Description of work, rate of pay, hours to be worked, and the classification. When a termination notice has been presented to the Employer, the Employer shall immediately post notice of a vacancy, providing the vacancy is to be filled and the job not discontinued.

Any position which is increased in the amount of scheduled work hours, to an extent greater than those originally posted and awarded, shall be reposted with the new hours so stipulated.

Beginning on January 1, 2018 all non-certified job postings will be numbered so as to facilitate easy identification if a question should arise. The first four numbers shall indicate the posting year, NC shall indicate a non-certified position, and the number shall indicate a job identification number.

The employees shall be given seven (7) calendar days time in which to make application to fill said vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved.

For all secretarial positions the applicants will be required to take a basic skills test. The assessment tool will reflect the specific skills required to fill the vacancy. The union will assist the district in the determination of those required skills and selection of the tool.

Applicable to all Employees: A forty-five (45) working day trial period shall be given for the purpose of determining his/her qualifications unless he/she is obviously not qualified. Also, the employee so transferred shall have the right within these forty-five (45) working days to remain in his/her position or to return to his/her former position.

The Employer shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. In the event the Employer and the Union agree during the trial period that the applicant does not possess the necessary qualifications, the applicant shall have the right to return to his/her former position and shall not be denied the right to make application for any other posting.

Section 10.

The seniority of an employee shall not be terminated nor broken because of absence due to illness or temporary layoff.

Section 11.

The seniority of an employee who has been granted a leave of absence shall be frozen on the date the leave of absence becomes effective. Leaves of absence shall not be granted without mutual consent of the Employer.

Section 12.

The seniority list shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin board. Such list shall show employee seniority only and shall not include employee salaries. A copy of the seniority list shall be sent to the President of the Union.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

Section A.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be applicable:

- (1) The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

There shall be no interference with the rights of employees to become or continue as members of the Union.

#### Section B. Time Limitation and Waiver:

- (1) Grievances shall not be valid for consideration unless the grievance is submitted within thirty (30) calendar days after the date of the first event giving rise to the grievance occurred or the Union's first knowledge thereof. Failure to present a grievance within such time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance, provided however, the time limitations provided herein may be extended by the mutual written agreement of the Employer and the Union.

#### Section C.

The Employer and the Union shall attempt to adjust all grievances which may arise by virtue of these regulations or otherwise in the following manner:

- (1) First, an effort shall be made to adjust the grievance between the employee or his/her representative and the foreman or department head.
- (2) In the event no settlement is thereby reached, the employee or the employee's representative shall submit the grievance in writing to the Superintendent, within ten (10) working days, and the Superintendent shall arrange for a meeting to process the grievance. The Superintendent shall within ten (10) working days after such meeting on the grievance submit a written answer to the Union.
- (3) In the event no settlement is thereby reached, the employee or his/her representative shall submit a written request to the Employer within ten (10) working days to provide a formal hearing before the School Board's Personnel Committee on the grievance in an effort to resolve such grievance. This formal hearing shall be recorded by the Employer and a copy of the recording will be submitted to the Union within ten (10) working days, along with the final disposition by the Employer.
- (4) In the event no settlement is reached, at a formal hearing before the Employer, either of the parties to this Agreement may submit the grievance or dispute, within ten (10) workdays, to the Director of Mediation in an effort to resolve the grievance.

- (5) In all cases when a grievance or dispute is submitted to the provisions of Step 4 and remain unresolved, the parties hereto agree that within ten days after Step 4, the parties shall submit to the Director of Mediation a request for a list of names for the purpose of the parties to select one of the five names as the arbitrator. Upon receiving such list, the method of selection shall be by virtue that each of the parties shall eliminate one name at a time until one name remains. The remaining name shall be the arbitrator who shall make his/her decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expenses of the arbitrator shall be shared equally by the parties of this Agreement.

The method in striking the names submitted for arbitration: the grieving party shall strike the first name.

The parties agree that an arbiter's authority, although binding to both, is limited to the actual grievance and past practice and has no power to amend or modify any of the provisions of the existing agreement, but to interpret those articles of the Agreement, which affect the grievance.

- (6) Duly authorized representatives of the Union shall have the right to accompany the Union grievances committee in the discussions or adjustments of any and all grievances and on any and all steps.

## **ARTICLE VII**

### **DISCHARGES AND SUSPENSIONS**

#### **Section 1.**

The parties agree that in matters of discipline, the principals of progressive discipline shall apply. Progressive discipline steps shall be as follows:

The following shall be the sequence of disciplinary action:

- |    |                    |    |            |
|----|--------------------|----|------------|
| A. | Oral Reprimands    | C. | Suspension |
| B. | Written Reprimands | D. | Discharge  |

The above sequence of disciplinary action shall not apply in cases when the infraction is considered just cause for written reprimand, immediate suspension or discharge.

#### **Section 2.**

During an employee's probation period, the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the employee. The employee shall have no recourse through the grievance procedure insofar as suspension, discharge or other discipline is concerned.

#### **Section 3.**

Discharges or suspensions shall be made only for just cause. The Union Representative and the employee affected shall receive prior notice in writing of any such action. An action to discharge an employee shall be taken by the Employer only after a hearing at which the employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against him/her. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

Section 4.

Demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employee affected shall receive prior notice in writing of any such action. If the Union feels that action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In the case where a demotion or transfer has been proven unjustified and the employee returned to his/her former status, the loss of pay involved shall be restored.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

Section 1.

The Employer agrees to permit the Negotiating Committee or Grievance Committee to appear at all negotiations or grievance meetings with department heads or the Employer in negotiations or disputes without loss of pay except that at no time shall grievance meetings interfere with efficient operation of the school plant and program, nor will the Employer pay more than four (4) employees while sitting on grievances during the normal working hours.

Any employee elected by the Union to represent such Union at International, State or District meetings, or other official Union business, and which requires his/her absence from duty, shall be allowed to attend such meetings without compensation.

Section 2.

There shall be no replacement of regularly employed employees by relief workers or volunteers for the purpose of performing bargaining unit work, nor shall same be placed in any classified position. Provided, however, community and parent volunteers may be utilized occasionally to perform incidental tasks and special projects with the mutual agreement of the Employer and the Union only as set forth in a signed Letter of Agreement and with the understanding that such shall not establish a precedent.

Section 3.

The Employer may utilize college or technical schoolwork study student employees, provided, however, such employees shall not be utilized in excess of forty-five (45) working days.

Bargaining unit employees shall not experience a reduction of the normal hours of work nor shall bargaining unit positions be reduced as a result of Summer Youth Program and/or Work Study Program employment.

Bargaining unit positions requiring additional compensation shall be filled with the senior qualified bargaining unit employee prior to being offered to non-bargaining unit personnel.

Section 4.

The Employer agrees to discontinue the practice of using a “summer grass cutter” effective January 1, 1992. The district may utilize non-union workers to cut grass on properties not owned by the school district.

Section 5.

Representatives of the AFSCME, AFL-CIO, shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned.

Section 6.

The Employer shall erect and maintain bulletin boards of reasonable size, which bulletin boards shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section 7.

The District is required to negotiate with the Union on any matter materially affecting bargaining unit positions or terms and conditions of employment.

Section 8. Management Rights.

The management of Independent School District No. 695 and the direction of the working forces, the Operation of the said department, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of the employees in connection with reduction or increase in the working forces; the scheduling or work and the control and regulation of the use of all equipment and other property of the School District, are exclusive functions of the Employer; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

The Employer is not required to meet and negotiate on matters of inherent managerial policy. Such matters shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, size and direction of the work force, to assign overtime; to hire, promote, demote, discipline; and all management rights not expressly delegated in this Agreement are reserved to the Employer as long as he/she does not alter or violate any of the provisions of this Agreement.

Section 9.

A one calendar month written notice of his/her desire to separate for the purpose of P.E.R.A. retirement shall be given to the Employer. For the purpose of separation from the district the employee will provide a 2-week written notice to the Employer. If the employee fails to do so, he/she shall forfeit all benefits covered by the provisions of this Agreement.

Section 10.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department and Board of Education that are applicable hereto shall apply and become binding on the parties.

Section 11.

Provisions pertaining to Para-Educators:

- Subd. A. The starting date of employment for the Para-Educators shall be the first day that school is in session for the students.
- Subd. B. The items of sick leave, vacation, etc., shall be on a prorated basis (must work 20 hours or more per week) as per other seasonal employees (non-certificated).
- Subd. C. The holiday provisions on the current agreement shall apply but only to the holidays which fall within the school year and shall not include time off for teachers' convention days.
- Subd. D. Special Education Para-Educators will be paid for vacation time earned while school is in session at the conclusion of the calendar year or during non-student time with timely request approved by the superintendent.
- Subd. E. Para-educators shall work when students are present. Para-educators assigned to a one-on-one student will be given alternative work during regular student contact hours when their assigned student is absent. Seniority rights do not apply.
- Subd. F. All Aides will be paid for actual hours worked. First pay period time sheets will be submitted Sept 16 with first payroll payment on Sept 30. Final payment for hours will be made June
- Subd. G. Special Education Para-Educators will be paid \$.20 per hour for CPI. The district reserves the right to select the Para-Educators for training.

Section 12.

The Employer shall provide the Union with a copy of all job classifications and job descriptions identifying the specific duties of the respective employee positions, as such job descriptions are updated and amended. All staff will receive an annual evaluation thirty (30) days prior to their anniversary date, except para educators' who shall receive an annual evaluation during the school year. The annual evaluation will be based on the job description and the employee's performance. Such evaluations shall only be used for counseling and coaching purposes and shall not be used for the purposes of disciplinary action.

Section 13.

In the event of the death of an employee, all severance pay, unused vacation, and accumulated compensatory time not paid to the employee shall be paid to his/her beneficiary or to the estate of the employee.

Section 14.

Any employee serving as an Extra Curricular Advisor will not be required to use leave to attend an event that is part of the activity they are supervising. Any employee who is serving as an advisor and is unable to fulfill the duties of the advisor will not be paid for that supervision.

Section 15.

In the event of an emergency closing, snow day or school being closed for some other unforeseen reason, employees will be given the opportunity to make up the hours. In the event, for any of the above reasons, school is closed during any part of the normal school day, employees shall be required to work until the end of their shift.

**ARTICLE IX**  
**SICK LEAVE**

Section 1.

All regular employees shall earn sick leave at the rate of two (2) working days for each month of service, accumulative to one hundred eighty (180) working days.

Sick leave shall be computed as follows: 2 days will be earned if sick 10 days or less; 1 day will be earned if sick 11-15 days; and 0 days will be earned if sick over 15 days.

Employees may donate a minimum of .5 and a maximum of 5.0 vacation days per year to be used as sick leave by other members of the bargaining unit.

Section 2.

Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to his/her illness which prevented his/her attendance at school and performance of duties on that day or days. In accordance to MN Statute 181.9413 an employee may use their accumulated sick leave benefits for the care of a family member due to illness or injury. The employer may limit the number of absences available to the employee based on their employment status.

All employees must give the District one (1) hour notice of needing to use sick leave before their shift begins; excluding emergency situations.

The Employer may require an employee to furnish a medical certificate from the school health officer or from a qualified physician medical facility or provider (ie. clinic, hospital, urgent care facility) as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility for payment of an employee for sick leave is reserved to the Employer. In the event that a medical certificate will be required, the employee will be so advised.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. After an employee has used all of his/her accumulated sick leave, he/she shall be granted a leave of absence without pay not to exceed six (6) months without having his/her name removed from payroll. After each six-month period has expired, the Employer shall review the case and decide whether any further leave shall be granted, not to exceed three (3) years and subject to a doctor's report for each six-month period. An employee must request each leave of absence or extension in writing prior to eligibility.

### Section 3.

The Employer and the Union agree to comply with the following Workmen's Compensation regulations: It is agreed that if an employee of Independent School District No. 695 shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his/her regular monthly pay rate, same to be deducted from said accrued vacation or sick leave benefits; the School District will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Workmen's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

### Section 4.

The Employer agrees to pay for the x-rays or tuberculin tests and for the entire physical examination, if required by law.

Section 5. Effective July 1, ~~2023~~ ~~2015~~, the School District agrees to pay ~~\$90.00~~ ~~800~~ per day for sick leave accumulated to 180 days as severance pay upon termination of employment from the School District, or upon the death of the employee. The employee may elect to have the entire contribution paid on their behalf to a designated 403b account and or a 457 account, or the employee has the option to have a full pay out.

All employees hired after January 1, 2016, must have worked with the District a minimum of fifteen (15) years to qualify for severance pay. For clarification, all employees hired before January 1, 2016 who have worked with the District a minimum of ten (10) years will qualify for severance pay.

AFSCME, AFL-CIO Local Union 536 and Chisholm Public Schools #695 agree that the following vendors will be eligible to receive contributions from employees and the employer for the 403(b) Deferred Compensation plan.

1. AIG (Valic)
2. Educators Financial Service
3. Ameriprise Financial Services
4. NY Life (if in compliance)
5. Equitable (if in compliance)
6. Metropolitan (if in compliance)
7. Thrivent
8. Edward Jones

These vendors will be incorporated into the 403(b)-plan document required by the IRS.

Any new cost encumbered by the employee participating in a personal annuity will be born by the employee.

Section 6.

Four (4) personal leave days shall be allowed for business, which cannot be conducted at any other time. Allowed to carry one over the next year. Maximum is (5) in one year. Seventy-two (72) hour prior request and approval of the Superintendent is required. Ten percent of unit may be gone for this reason at any one time. Personal leave can be taken in full or half-day increments.

Section 7.

Once an employee has reduced their accumulated leave (sick, personal and vacation) to five (5) total days, that employee will be notified that they will NOT be paid to date but will be paid with a 2-week delay. Once a para educator has reached the point of a two-week delay they will remain on that status for the remainder of the school year. This section is in accordance with all conditions of the CBA.

**ARTICLE X**  
**DEATH OR SERIOUS ILLNESS IN A FAMILY**

In case of serious illness or death in the immediate family, three (3) days will be allowed. According to the necessity and the distance traveled, extra time may be granted at the discretion of the Superintendent. Immediate family shall be defined as brother, sister, daughter, son, father, mother, wife or husband, grandchildren, brother-in-law, sister-in-law and grandparents of either the employee or his/her spouse. One day will be allowed for funerals of other close relatives - aunts, uncles, and first cousins of the employee or employee's spouse. All days used will be deducted from sick leave accumulation. Effective 7/1/96, nephews or nieces of the employee or the employee's spouse are included in the one (1) day of emergency leave.

**ARTICLE XI**  
**HOLIDAYS**

Section 1.

All regular employees shall receive the following paid holidays:

New Year's Day  
President's Day  
Good Friday

Easter Monday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Christmas Day

Employees will be given the Friday after Thanksgiving. At such a time when Veterans Day might become a school holiday in Chisholm, the Friday after Thanksgiving would no longer be given as a paid holiday.

Section 2.

All regular employees who are required to work on any of the above-mentioned holidays shall be compensated at time and one-half pay for their work that day in addition to their regular holiday pay.

Section 3.

When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day's paid vacation.

Section 4.

To qualify for holiday pay for a holiday not worked, it is required that each employee shall have worked his or her last scheduled work day or shift, prior to, and the first scheduled work day following the holiday, unless the employee is absent before or after a holiday for such reasons as scheduled vacation, sick leave, jury duty, death in the immediate family or approved compensation time. Those on sick leave prior to or after a holiday must present a physician's slip certifying the illness.

Section 5.

Employees who are working during Christmas break will be allowed to come to work at 8:00 a.m. and work until noon on both Christmas Eve and New Year's Eve. (These two half days are not to be considered as extra holidays, vacation time, or be used for the purpose of achieving overtime).

Section 6.

In the event that the school calendar includes Memorial Day and is subsequently changed, the employees shall still receive holiday pay for Memorial Day.

**ARTICLE XII**  
**VACATIONS**

Section 1.

All full-time employees shall receive two (2) weeks of vacation annually with pay after one year of service; three (3) weeks of vacation annually after seven (7) years of service; four (4) weeks of vacation annually after fourteen (14) years of service; and one-half (1/2) day per year after 14 years up to 30 years of service. Capped at 30 years. Vacation time shall be computed as of July 1. Any employee starting work after July 1 shall have his/her vacation time figured pro rata from such starting time until July 1 next. No more than four (4) weeks may be taken during the summer.

Section 2.

All requests for time off shall be submitted electronically and approved by supervisor/department Head. An employee may take vacation at any time of the year. The rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.—~~All It is intended that~~ vacation time shall be used by December 31<sup>st</sup> of the following year in which it is earned. ~~At the employee's option up to five (5) days of unused vacation time shall be paid out during the last pay period prior to the new year or employee anniversary date. Any vacation time in excess of five (5) days remaining unused shall be forfeited.~~ Vacation is computed from July 1<sup>st</sup> through June 30<sup>th</sup>. (Example: July 1, 1993-June 30, 1994. Vacation must be used by December 31, 1994.) ~~(Information regarding Para-Professionals can be found in Article 12, Section 5, Sub. B)~~

### Section 3.

The vacation period of an employee will not be split, except by mutual agreement of the employee and the Employer.

### Section 4.

Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one year, unless he/she has failed to comply with Article VIII, Section 9, or was unable to do so because of serious emergency.

### Section 5.

Subd. A. Special Education Para-Educators ~~hired on or after 7/1/2014~~, will be paid for vacation time earned ~~while school is in session at the conclusion of the calendar year once annually on the employee's anniversary date~~ or during non-student ~~from the first day of school until the last day of school~~ with timely request approved by the superintendent.

Subd. B. Special Education Para-Educators will be allowed to take not more than two weeks of vacation time while school is in session, of which no more than five (5) days shall be consecutive. Any remainder of vacation time shall be earned in pay. Education Para-Educators shall provide ample notice to the employer of the desired time off in order to ensure that a competent replacement is found before his/her vacation request will be approved.

## **ARTICLE XIII** **HOURS OF WORK**

### Section 1.

The normal hours of work shall be eight (8) hours per day and forty-(40) hours per week. Hours worked in excess of eight (8) per day or forty-(40) per week will be compensated for at one and one-half times the hourly rates. All paid holidays will be considered as days worked in the computation of overtime.

## Section 2.

All shifts beginning between 6:00 a.m. and 9:00 a.m., inclusive, shall be considered day shifts. All shifts beginning between 2:00 p.m. and 5:00 p.m., inclusive, shall be considered afternoon shifts. All shifts beginning between 10:00 p.m. and 1:00 a.m., inclusive, shall be considered night shifts. Each employee scheduled to work on the afternoon shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift, and each employee scheduled to work on the night shift shall be paid a premium of \$.35 per hour for all hours worked by him/her on that shift. An employee who begins work at a time not specified above shall be paid a premium of \$.30 per hour for all hours worked by him/her between 11:00 p.m. and 7:00 a.m. All employees who are scheduled or called out at times other than their routine schedules will be entitled to the appropriate shift differential. Differential pay on hours worked in excess of 48 hours will be paid at time and one-half rates.

## Section 3.

Split shift work shall not be scheduled for employees of any department, nor shall employees be scheduled for more than one-hour lunch periods.

All overtime will be cash pay in accordance with this Agreement except where an employee wishes compensatory time in lieu of pay, subject to prior approval by the Employer. The employee must indicate this prior to working overtime. He/she shall file a written request at least three (3) days in advance of the period for taking such compensatory time. All compensatory time will be at one and one-half (1-1/2) times the regular hours worked and if granted either used or compensated only during non-student days within the fiscal year earned.

## Section 4.

Authorization of overtime must come from the Superintendent's Office. Employees desiring to work overtime shall indicate their interest in such overtime by signing the overtime list.

All overtime shall be offered by the department head on a rotation basis in accordance with seniority and qualifications in the respective classification. Classification for the purposes of this section shall mean Custodial, Clerical, and Para-educators. As overtime occurs, the senior employee will be offered the first opportunity to work said overtime. In the event the senior employee declines, such overtime shall be offered to the next senior employee in the rotation. This procedure shall be continued until an employee accepts the overtime. Subsequent overtime shall be offered beginning with the employee next in rotation.

In the event an employee is scheduled for vacation, compensatory time, personal leave day, or sick day or declines to work such overtime the next employee in the rotation will be offered said overtime.

Overtime shall only be offered if such does not conflict with the employee's regular scheduled shift.

Weekend overtime shall be offered to the afternoon shift employees first.

A list of overtime being offered and refused shall be posted in the garage and carpenter shop at the end of each pay period.

Section 5.

An employee who is called out for service during his/her regular scheduled time off or days off shall receive a minimum of two hours' pay. Definition of callouts is:

- (1) When an employee is called out at any hour prior to his/her regular schedules starting time;
- (2) When an employee has left the job after completing his/her scheduled day of work for thirty minutes or more and is subsequently called out;
- (3) When an employee is scheduled on a day off such as weekends, holidays, or vacation.

An employee is not eligible for a call-out if he/she continues to work overtime beyond his/her regular scheduled workday without any break in working time.

Section 6.

All employees with sixteen (16) hours asbestos training shall receive \$5.00 per hour, in addition to the employee's regular salary, while performing operation and maintenance of asbestos and/or removal of asbestos. Employee must have Superintendent's approval prior to work being performed.

Section 7.

In the event job duties and requirements are changed for an employee's currently held position, the employee shall be given adequate time and opportunity to obtain the necessary requirements. The employer agrees to compensate such employee for job related training and workshops that are held outside the employees' normal work hours and the employee shall be provided salary compensation at the appropriate rate of pay for workshop hours attended.

Section 8.

Employees assigned to work out of class shall be paid at their normal hourly rate of pay or at the hourly rate of pay of the assignment, whichever is greater, for all hours worked in such assignment. Hourly rate is exclusive of the supervisor's monthly stipend.

**ARTICLE XIV**  
**LONGEVITY**

All employees shall be entitled to longevity on the following basis: 3.5% of an employee's annual salary will be paid after 15 years, 4.5% after 20 years and 5.5% of annual salary after 25 years, and 6% of annual salary after 30 years. Annual salary would not include overtime work.

**ARTICLE XV**  
**DEFINITIONS**

Casual Employee:

An employee who works sporadically and no more than fourteen (14) hours per week.

Temporary Employee:

An employee who is scheduled for a specific length of time, not to exceed thirty-(30) working days. A temporary employee may be full or part-time.

Longevity:

Refers to the length of service with the School District, calculated from the first date of service, of most recent hire.

Retirement:

An employee will be considered retired if he/she has worked for a period of time sufficient to retire under the provisions of PERA and/or the Federal Social Security Act, and the employee is collecting an annuity.

Temporary Vacancy:

A temporary vacancy shall be created when the District is experimenting with a new position, or someone from the bargaining unit is unable to perform their duties for a period of thirty-(30) working days due to illness, injury, or personal emergency.

Leave of Absence:

Time off without pay that is granted for a specific length of time.

The parties agree that the following (full-time and part-time) definitions shall not alter or change the provisions of the Agreement as provided per past practice.

Full-time Employees:

Employees whose normal hours of work per week are forty-(40) hours.

Part-time Employees:

Employees whose hours per week are more than fourteen (14) but less than forty-(40) hours.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until June 30, 20~~21~~ 25, a period of two years and from year to year thereafter unless either party gives notice at least ninety (90) days prior to the annual renewal date to amend or terminate this Agreement. It shall be the obligation of the parties of this Agreement to complete negotiations in accordance with the Public Employees Labor Relations Act. If settlement on a new agreement cannot be reached prior to termination, the present contract shall remain in effect until a new settlement has been reached.

Employees should be familiar with agreement and refer to it when questions arise. No individual should expect to receive preferential treatment that would not be contained in this Agreement. All conditions of work shall be adhered to by each and every employee. Other rules and regulations pertaining to working conditions as adopted by the School Board are to be followed by all employees.

Executed by:

_____ Chairman, Board of Education	_____ Date	_____ Staff Representative Local 536	_____ Date
_____ Clerk, Board of Education	_____ Date	_____ President, Local No. 536	_____ Date

NOTE: Special education Para-Educators will receive \$.20 per hr./ for CPI. The district reserves the right to select Para-Educators for training.)

New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee’s payroll checks will be available at a bank of the employee’s choice. Management of payroll records will be available on the school district’s website, or by written request (24 hours in advance) a check copy will be available in the business office.

SALARY DETERMINATION SCHEDULE					
APPENDIX A-1					
July 1, 2023 - June 30, 2024					
	\$0.45	Per hour increase			
		Step I	Step II	Step III	Step IV
		85%	90%	95%	100%
<b>Base Salary</b>					
Prior Year's Monthly Salary	\$4,119.13				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.26	\$20.62	\$21.83	\$23.05	\$24.26
Monthly Salary (New hourly rate x 173)	\$4,196.98	\$3,567.43	\$3,777.28	\$3,987.13	\$4,196.98
Annual Salary	\$50,363.76	\$42,809.20	\$45,327.38	\$47,845.57	\$50,363.76
<b>JOB CLASSIFICATION</b>					
<b>Bus Garage/Custodian/Bus Driver</b>	\$4,196.98	<b>Base Salary</b>			
<b>\$60 Mechanic extra per month</b>	\$60.00				
Monthly Salary	\$4,256.98	\$3,618.43	\$3,831.28	\$4,044.13	\$4,256.98
Annual Salary	\$51,083.76	\$43,421.20	\$45,975.38	\$48,529.57	\$51,083.76
<b>Transportation Foreman</b>	\$4,196.98	<b>Base Salary</b>			
<b>\$60 Mechanic, \$100 Foreman extra per month</b>	\$160.00				
Monthly Salary	\$4,356.98	\$3,703.43	\$3,921.28	\$4,139.13	\$4,356.98
Annual Salary	\$52,283.76	\$44,441.20	\$47,055.38	\$49,669.57	\$52,283.76
<b>Custodian/Bus Driver</b>	\$4,196.98	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,256.98	\$3,618.43	\$3,831.28	\$4,044.13	\$4,256.98
Annual Salary	\$51,083.76	\$43,421.20	\$45,975.38	\$48,529.57	\$51,083.76
<b>Carpenter Shop/Bus Driver</b>	\$4,196.98	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,256.98	\$3,618.43	\$3,831.28	\$4,044.13	\$4,256.98
Annual Salary	\$51,083.76	\$43,421.20	\$45,975.38	\$48,529.57	\$51,083.76
<b>Utility/Supervisor/Custodian</b>	\$4,196.98	<b>Base Salary</b>			
<b>\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month</b>	\$220.00				
Monthly Salary	\$4,416.98	\$3,754.43	\$3,975.28	\$4,196.13	\$4,416.98
Annual Salary	\$53,003.76	\$45,053.20	\$47,703.38	\$50,353.57	\$53,003.76

<b>Custodian</b>					
Prior Year's Monthly Salary	\$4,091.45	<b>Custodian Base Salary</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.10	\$20.49	\$21.69	\$22.90	\$24.10
Monthly Salary (New hourly rate x 173)	\$4,169.30	\$3,543.91	\$3,752.37	\$3,960.84	\$4,169.30
Annual Salary	\$50,031.60	\$42,526.86	\$45,028.44	\$47,530.02	\$50,031.60
<b>Custodian/Operating Engineer</b>					
Prior Year's Monthly Salary	\$4,169.30	<b>Custodian Base Salary</b>			
<b>\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month</b>	\$80.00				
Monthly Salary	\$4,249.30	\$3,611.91	\$3,824.37	\$4,036.84	\$4,249.30
Annual Salary	\$50,991.60	\$43,342.86	\$45,892.44	\$48,442.02	\$50,991.60
<b>Asst. Chief Engineer/Cust/Bus Driver</b>					
Prior Year's Monthly Salary	\$4,276.56				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.17	\$21.39	\$22.65	\$23.91	\$25.17
Monthly Salary (New hourly rate x 173)	\$4,354.41	\$3,701.25	\$3,918.97	\$4,136.69	\$4,354.41
Annual Salary	\$52,252.92	\$44,414.98	\$47,027.63	\$49,640.27	\$52,252.92
<b>Chief Engineer</b>					
Prior Year's Monthly Salary	\$4,359.60				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.65	\$21.80	\$23.09	\$24.37	\$25.65
Monthly Salary (New hourly rate x 173)	\$4,437.45	\$3,771.83	\$3,993.71	\$4,215.58	\$4,437.45
Annual Salary	\$53,249.40	\$45,261.99	\$47,924.46	\$50,586.93	\$53,249.40
<b>Secretary Class II/Principal Office</b>					
Prior Year's Monthly Salary	\$4,259.26	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.07	\$21.31	\$22.56	\$23.82	\$25.07
Monthly Salary (New hourly rate x 173)	\$4,337.11	\$3,686.54	\$3,903.40	\$4,120.25	\$4,337.11
Annual Salary	\$52,045.32	\$44,238.52	\$46,840.79	\$49,443.05	\$52,045.32
<b>\$30 per month to sunset upon retirement</b>	\$30.00				
Monthly Salary	\$4,367.11				\$4,367.11
Annual Salary	\$52,405.32				\$52,405.32
<b>Secretary Class III/Comm Ed</b>					
Prior Year's Monthly Salary	\$4,139.89	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.38	\$20.72	\$21.94	\$23.16	\$24.38
Monthly Salary (New hourly rate x 173)	\$4,217.74	\$3,585.08	\$3,795.97	\$4,006.85	\$4,217.74
Annual Salary	\$50,612.88	\$43,020.95	\$45,551.59	\$48,082.24	\$50,612.88
<b>Special Education Aides - Hourly Rate</b>					
	\$19.77	\$16.80	\$17.79	\$18.78	\$19.77

NOTE: Special education Para-Educators will receive \$.20 per hr./ for CPI. The district reserves the right to select Para-Educators for training.)

New employees will be hired on the following basis in each job classification.

STEP I (Year 1)	85% of top level (Step VI)
STEP II (Year 2)	90% of top level (Step VI)
STEP III (Year 3)	95% of top level (Step VI)
STEP VI (Year 4)	Top level

A direct deposit of employee’s payroll checks will be available at a bank of the employee’s choice. Management of payroll records will be available on the school district’s website, or by written request (24 hours in advance) a check copy will be available in the business office.

<b>SALARY DETERMINATION SCHEDULE</b>					
<b>APPENDIX A-1</b>					
<b>July 1, 2024 - June 30, 2025</b>					
	<b>\$0.60</b>	<b>Per hour increase</b>			
		<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>
		<b>85%</b>	<b>90%</b>	<b>95%</b>	<b>100%</b>
<b>Base Salary</b>					
Prior Year's Monthly Salary	\$4,196.98				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.86	\$21.13	\$22.37	\$23.62	\$24.86
Monthly Salary (New hourly rate x 173)	\$4,300.78	\$3,655.66	\$3,870.70	\$4,085.74	\$4,300.78
Annual Salary	\$51,609.36	\$43,867.96	\$46,448.42	\$49,028.89	\$51,609.36
<b>JOB CLASSIFICATION</b>					
<b>Bus Garage/Custodian/Bus Driver</b>	\$4,300.78	<b>Base Salary</b>			
<b>\$60 Mechanic extra per month</b>	\$60.00				
Monthly Salary	\$4,360.78	\$3,706.66	\$3,924.70	\$4,142.74	\$4,360.78
Annual Salary	\$52,329.36	\$44,479.96	\$47,096.42	\$49,712.89	\$52,329.36
<b>Transportation Foreman</b>	\$4,300.78	<b>Base Salary</b>			
<b>\$60 Mechanic, \$100 Foreman extra per month</b>	\$160.00				
Monthly Salary	\$4,460.78	\$3,791.66	\$4,014.70	\$4,237.74	\$4,460.78
Annual Salary	\$53,529.36	\$45,499.96	\$48,176.42	\$50,852.89	\$53,529.36
<b>Custodian/Bus Driver</b>	\$4,300.78	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,360.78	\$3,706.66	\$3,924.70	\$4,142.74	\$4,360.78
Annual Salary	\$52,329.36	\$44,479.96	\$47,096.42	\$49,712.89	\$52,329.36
<b>Carpenter Shop/Bus Driver</b>	\$4,300.78	<b>Base Salary</b>			
<b>\$60 Utility extra per month</b>	\$60.00				
Monthly Salary	\$4,360.78	\$3,706.66	\$3,924.70	\$4,142.74	\$4,360.78
Annual Salary	\$52,329.36	\$44,479.96	\$47,096.42	\$49,712.89	\$52,329.36
<b>Utility/Supervisor/Custodian</b>	\$4,300.78	<b>Base Salary</b>			
<b>\$60 Utility, \$60 Stockroom, \$100 Foreman extra per month</b>	\$220.00				
Monthly Salary	\$4,520.78	\$3,842.66	\$4,068.70	\$4,294.74	\$4,520.78
Annual Salary	\$54,249.36	\$46,111.96	\$48,824.42	\$51,536.89	\$54,249.36

<b>Custodian</b>					
Prior Year's Monthly Salary	\$4,169.30	<b>Custodian Base Salary</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.70	\$21.00	\$22.23	\$23.47	\$24.70
Monthly Salary (New hourly rate x 173)	\$4,273.10	\$3,632.14	\$3,845.79	\$4,059.45	\$4,273.10
Annual Salary	\$51,277.20	\$43,585.62	\$46,149.48	\$48,713.34	\$51,277.20
<b>Custodian/Operating Engineer</b>					
Prior Year's Monthly Salary	\$4,273.10	<b>Custodian Base Salary</b>			
<b>\$15 Operating Eng, \$5 Boiler License, \$60 Utility extra per month</b>	\$80.00				
Monthly Salary	\$4,353.10	\$3,700.14	\$3,917.79	\$4,135.45	\$4,353.10
Annual Salary	\$52,237.20	\$44,401.62	\$47,013.48	\$49,625.34	\$52,237.20
<b>Asst. Chief Engineer/Cust/Bus Driver</b>					
Prior Year's Monthly Salary	\$4,354.41				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.77	\$21.90	\$23.19	\$24.48	\$25.77
Monthly Salary (New hourly rate x 173)	\$4,458.21	\$3,789.48	\$4,012.39	\$4,235.30	\$4,458.21
Annual Salary	\$53,498.52	\$45,473.74	\$48,148.67	\$50,823.59	\$53,498.52
<b>Chief Engineer</b>					
Prior Year's Monthly Salary	\$4,437.45				
New Hourly Rate (Prior yr monthly salary/173+.60)	\$26.25	\$22.31	\$23.63	\$24.94	\$26.25
Monthly Salary (New hourly rate x 173)	\$4,541.25	\$3,860.06	\$4,087.13	\$4,314.19	\$4,541.25
Annual Salary	\$54,495.00	\$46,320.75	\$49,045.50	\$51,770.25	\$54,495.00
<b>Secretary Class II/Principal Office</b>					
Prior Year's Monthly Salary	\$4,337.11	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$25.67	\$21.82	\$23.10	\$24.39	\$25.67
Monthly Salary (New hourly rate x 173)	\$4,440.91	\$3,774.77	\$3,996.82	\$4,218.86	\$4,440.91
Annual Salary	\$53,290.92	\$45,297.28	\$47,961.83	\$50,626.37	\$53,290.92
<b>\$30 per month to sunset upon retirement</b>	\$30.00				
Monthly Salary	\$4,470.91				\$4,470.91
Annual Salary	\$53,650.92				\$53,650.92
<b>Secretary Class III/Comm Ed</b>					
Prior Year's Monthly Salary	\$4,217.74	<b>Based off 12 month</b>			
New Hourly Rate (Prior yr monthly salary/173+.60)	\$24.98	\$21.23	\$22.48	\$23.73	\$24.98
Monthly Salary (New hourly rate x 173)	\$4,321.54	\$3,673.31	\$3,889.39	\$4,105.46	\$4,321.54
Annual Salary	\$51,858.48	\$44,079.71	\$46,672.63	\$49,265.56	\$51,858.48
<b>Special Education Aides - Hourly Rate</b>					
	\$20.37	\$17.31	\$18.33	\$19.35	\$20.37

**APPENDIX “B”**

**GROUP INSURANCE BENEFITS FOR ALL NON-INSTRUCTIONAL EMPLOYEES**

Section A. Dental Insurance:

Effective July 1, 2014 the school district will provide and pay 90% of the premium and the employee 10% of the premium for the dental health care program. Retirees shall have the option of purchasing the dental plan at their own expense.

Section B. Life Insurance:

The Employer will provide and pay for the premiums for a Life Insurance Program for all employees working twenty (20) hours or more per week as follows:

Basic Insurance per employee - \$50,000.00

\$10,000.00 life insurance policy to be paid for by the District for retiring employees **with less than twenty (20) years of service. \$15,000.00 life insurance policy to be paid for by the District for retiring employees with twenty (20) or more years of service.** Active employees and retirees retain the option to purchase more life insurance at his/her own expense as per the policy of the carrier.

Section C. Health and Hospitalization Insurance:

Effective September 1, 2003, any new employee hired will not be eligible for district contributions towards retiree health benefits. Any or all of earned severance may be placed in an individual account that could be used to cover health care costs until depleted. Upon death, the remaining funds may be used towards dependent coverage or will be paid to beneficiaries.

**CONSUMER HEALTH DIRECTIVE PLAN (VEBA#831):** Effective September 1, 2019, the District shall pay \$725.00 toward single premiums and \$1521.92 toward family premiums of the Consumer Health Directive Plan (CHDP) #831 VEBA. Effective September 1, 2019, the district will contribute 65% (\$1202.50) of the single deductible and 65% (\$2405.00) of family deductible. Future contributions are to be negotiated with each new contract. The District shall make two (2) bi-annual contributions into the employee’s VEBA account. The District shall make the first 50% contribution by September 1<sup>st</sup> of each year and the second 50% contribution by February 1<sup>st</sup> of each year. District’s contributions will be determined based on the employee’s status on September 1 and February 1 of each year. The employee must be a policyholder in order to qualify for any district contribution toward health insurance.

At the September 1, 2023 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

At the September 1, 2024 renewal any premium savings or increases will be applied 50/50 to the district and employee share.

The District shall also allow for hardship requests from the employee who may incur a medical/prescription bill that exceeds the balance in an individual's VEBA account. The employee will have to provide evidence of charges by submitting the EOB (explanation of benefit) statement receipt from the medical provider or pharmacy. Upon receipt of such proof, the District will take action to deposit an amount to cover the shortage or the balance of the annual contribution whichever is less. In no instance will the District contribute more than the prescribed annual allowance as stated in this section.

The District shall pay the monthly fee to administer VEBA accounts.

District health insurance payments will be prorated for part-time employees hired after July 1, 1996, and who work thirty-one (31) hours per week or less. Earned and paid hours shall be considered as hours worked.

**EARLY RETIREES:** Early retirees who are eligible for group insurance under conditions of this bargaining agreement, ARTICLE VIII, will receive the same premium and deductible contributions from district. Early retirees will adhere to all condition set forth as active employees. Once any retiree or dependent become Medicare eligible, they must move to Senior Gold and Blue Rx as per current rate schedule.

The Employer and the Union agree to review Health Insurance options during the term of this Agreement. However, adoption of a new health insurance plan shall be subject to ratification by the Union and the Employer. A new health plan may be implemented only if ratified by both parties.

Section D.     Income Protection Insurance:

The Employer shall continue to provide and pay the entire premium for long-term disability insurance, which provides 66-2/3% of salary, 90 waiting days, and \$30,000.00 maximum annual covered salary, for all employees.

Section E.     Employee or their dependents engaged in self-employed business are required to carry worker's compensation insurance.

**APPENDIX "C"**

**RETIRED AND DISABLED EMPLOYEE COVERAGE**

- A. Retiring employees hired after January 1, 2016, who are qualified by P.E.R.A. requirements (age plus years of service) must either have served the School District for at

least 15 continuous years, or otherwise have 20 years of service or more with the School District immediately prior to retirement in order to qualify for the retiree plan.

Effective September 1, 2019 Veba/ Retiree Hospital/Medical Benefits shall be as follows:

**SCHEDULE E  
VEBA MEDICAL  
RETIREE HOSPITAL/MEDICAL BENEFITS  
Effective rates as of 9/1/2021**

	Total	District Share	Employee Share
Family 65-	\$2,091.00	\$1,247.17	\$843.83
Single 65-	\$851.50	\$613.25	\$238.25
Single RE Dependent	\$851.50	\$458.50	\$393.00

**GROUP PLATINUM BLUE  
RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL BENEFITS  
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$130.00	\$100.50	\$29.50
Retired Emp Dependent	\$130.00	\$64.50	\$65.50
RE Widow/Widower	\$130.00	\$0	\$130.00

**(Any increases would be a 50/50 split.)  
PRE-MACRA RETIREE/MEDICARE ELIGIBLE HOSPITAL/MEDICAL  
BENEFITS  
Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$254.00	\$162.50	\$91.50
Retired Employee Dependent	\$254.00	\$126.25	\$127.75
RE Widow/Widower	\$254.00	\$0.00	\$254.00

**(Any increases would be a 50/50 split.)  
POST MACRA SENIOR GOLD/MEDICARE ELIGIBLE HOSPITAL/MEDICAL  
BENEFITS**

**Effective rates as of 1/1/2022**

	Total	District Share	Employee Share
Retired Employee	\$236.50	\$153.75	\$82.75
Retired Employee Dependent	\$236.50	\$117.75	\$118.75
RE Widow/Widower	\$236.50	\$0	\$236.50

**RETIREE/MEDICARE ELIGIBLE GROUP PRESCRIPTION PLAN (BLUE RX)**

**Effective rates as of 1/1/2022**

	Total	District Share	Employee share
Retired Employee	\$178.00	\$110.50	\$67.50
Retired Emp Dependent	\$178.00	\$88.50	\$89.50
RE Widow/Widower	\$178.00	\$0	\$178.00

**RETIREE/MEDICARE ELIGIBLE PRESCRIPTION RATES AS FOLLOWS:**

		<b>\$0, \$20, \$40, \$60, 25%</b>
GAP		NO
DEDUCTIBLE		N/A
LEVEL 1	FORMULARY GENERIC	\$0
LEVEL 2	FORMULARY PREFERRED BRAND	\$20
LEVEL 3	FORMULARY BRAND	\$40
LEVEL 4	SPECIAL TIER	\$60
SUPPLEMENTAL DRUGS		25%
FORMULARY		4-LEVEL

- B. All retirees qualifying under Section (A) and dependents eligible for parts A or B Medicare, or both, shall enroll in those parts of Medicare for which they are eligible and shall be offered a supplemental plan to Medicare which will make their level of benefits equal to the benefits of an active employee. The district and retiree shall split premium increases 50/50. Effective January 1, 2008 a new supplemental plan shall be offered to all qualifying retirees and their dependents. Each qualifying individual will carry a single supplemental plan covering both medical and prescription coverage. Conditions governing the new supplemental coverage include:
- a) All increases in both medical and prescription coverage will be split 50/50.
  - b) This is the plan for all future retirees covered by medical/retiree insurance.

- C. Retirees, as defined in Section (A) above, and/or their dependents that are not eligible for Medicare, shall be continued on the active group level of benefits. The School District will contribute towards single and family coverage in accordance with the active employee Hospital/Medical Benefits Schedule. The district and retiree shall split premium increases 50/50.
- D. Part-time employees who are eligible as active employees for hospitalization and medical insurance coverage shall qualify for the retiree plan.
- E. The retired employee shall monthly remit to the School District Business Office that portion of the premium for which he/she is liable prior to the due date. Failure to comply with such procedure shall result in a termination of the plan for such employee.
- F. Retiring employees not eligible for Medicare must have served the School District for at least 15 continuous years immediately prior to retirement in order to qualify for the following plan:
  - 1. Retirees who are forced to leave for medical reasons shall be continued on the active level of benefits. The School District will contribute towards single and family coverage. The district and retiree shall split premium increases 50/50.
  - 2. The School Board reserves the right to determine the eligibility of the employee applying for this benefit.
- G. Each retiree, upon retirement, shall be given a copy of the rules for hospital and medical insurance coverage for retired employees.
- H. Rose Mae Peternal shall be grandfathered into Employer paid benefits provided under the collective bargaining agreement effective upon her request and subsequent retirement.

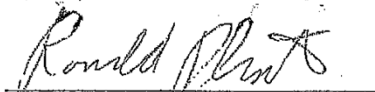
Memorandum of Understanding  
Between ISD # 695 and American Federation  
Of State, County, and Municipal Employees, AFL-CIO  
Local Union # 536

This Memorandum of Understanding will address ARTICLE XII VACATIONS, Sections 1 and 2. All employees hired prior to July 1 2014 who are eligible for vacation benefits will be grandfathered in under the existing CBA language. All procedures and time lines currently in place will remain.

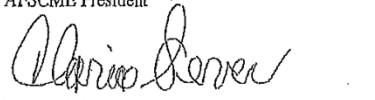
All employees hired on or after July 1, 2014 and who are eligible for vacation benefits will fall under the following conditions:

- After 1 year of employment the employee is entitled to 2 weeks of vacation (prorated based on months worked in a calendar year)
- 3 weeks after 7 years (Prorated)
- 4 weeks after 14 years (Prorated)
- ½ day after 14 yrs-capped at 30 yrs (Prorated)
- Vacation time will be computed on the hire anniversary date of the employee
- Vacation time will be entered on Employee Self Serve (ESS)
- No other notification will be given to the employee
- It is the employee's responsibility to verify ESS for accuracy
- The employee is required to report all miscalculations to the Supt. Office. Failure to do so will result in disciplinary actions
- All miscalculation will be adjusted immediately
- All vacation time must be used in one calendar yr, (from anniversary date to anniversary date)
- Unused vacation time will be forfeited.
- The employee must provide a green slip to their supervisor prior to the vacation date
- The supervisors shall consult with all employees entitled to vacation, and from such consultation, a working schedule for the vacation shall be established subject to the approval of the Superintendent.

This MOU will go into effect as of July 1, 2014 and will remain in effect until a new language is incorporated in the CBA

  
\_\_\_\_\_  
AFSCME President

1-20-16  
Date:

  
\_\_\_\_\_  
Chairperson

1-25-16  
Date:

MEMORANDUM  
OF  
UNDERSTANDING

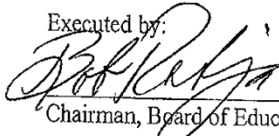
Between AFSCME Local 536, and Chisholm Public Schools

Regarding: Extra stipend for Secretaries

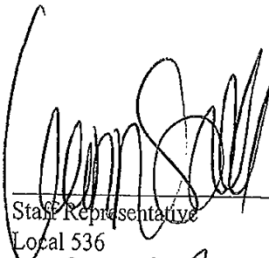
The Chisholm School District and AFSCME agree that the extra monthly stipend of \$30 a month, for the three building secretaries will sunset on the retirement/termination of employment of:

Rachel Rahja  
Sheila Kne  
Diane Yonkovich  
Mary Jo Pavoivich


Executed by:

  
\_\_\_\_\_  
Chairman, Board of Education

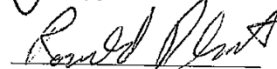
Date

  
\_\_\_\_\_  
Staff Representative  
Local 536

9/4/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clerk, Board of Education

Date

  
\_\_\_\_\_  
President, Local No. 536

\_\_\_\_\_  
Date

Dr. Janey Blanchard  
Superintendent  
Ext. 2900

Simone Zunich  
Business Manager  
Ext. 2904

Jennifer Crotteau  
Counselor  
Ext. 3904

Community Ed Office  
Ext. 1904



Independent School  
District No. 695

Richard B. Aldrich  
Sr. High Principal  
Ext. 3900

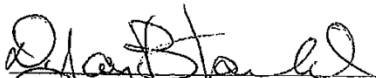
Jeffrey S. Hancock  
Pre K-6 Principal  
Ext. 1900; Pre K-3  
Ext. 2906; 4th-6th

Mark C. Morrison  
Asst. K-12 Principal  
Activities Director  
Ext. 3902

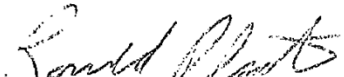
LETTER  
OF  
UNDERSTANDING

To: AFSCME  
From: Chisholm Public Schools  
Regarding: Chief Boiler/Electrical

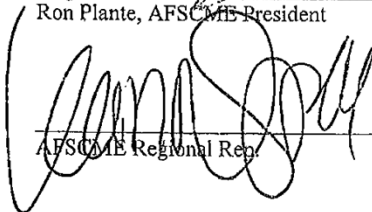
The Chisholm Schools are willing to pay the position of Chief Boiler in the amount of \$65,000 the first year; the second year will reflect the increase agreed upon in the contract. All other benefits will fall under the collective bargaining language agreed upon for the 2019-2021 contract.

  
\_\_\_\_\_  
Dr. Janey Blanchard

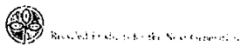
Date 12-13-19

  
\_\_\_\_\_  
Ron Plante, AFSCME President

Date 12-13-19

  
\_\_\_\_\_  
AFSCME Regional Rep.

Date 12/13/19



Committed to high expectations  
800 3rd Ave. SW  
Chisholm, MN 55710  
CHS 204-230 • CHS 204-341 Fax



This Letter of Understanding is entered into between the Chisholm Schools (hereafter "Employer") and AFSCME, AFL-CIO, Local 536 (hereafter "Union") representing the employees of AFSCME Non-Certified Staff.

WHEREAS: The employer has determined the need to create a new position entitled "Facilities and Grounds Operations Coordinator; and

WHEREAS: The position expectations require significant responsibilities including but not limited to ensuring organization of District Workflow, coordination of work/vacation schedules, standardization of processes, evaluation of budgetary expenditures, and other decision making responsibilities;

WHEREAS: It is in the interest of both the Employer and the union to ensure that exceptional services are provided in a cost effective manner to tax payers, while providing fair compensation for work duties to retain quality employees;

WHEREAS: This position classification is new to both the union and the employer, different from past creation of positions such as adding additional staff to an existing classification or lesser changes to job duties;

NOW THEREFORE: The Employer and the Union agree it is necessary to outline the trial terms of the new position classification, hours of work, and establish compensation rates for the new position;

BE IT RESOLVED: A new pay Classification, herein referred to as Facilities and Grounds Operations Coordinator shall be developed. \

BE IT FURTHER RESOLVED: The compensation for this position shall be commensurate with experience, licensure, credentials, etc. A

BE IT FURTHER RESOLVED: The initial offer of salary following interviews shall range from \$65,000-75,000 following a four-tier step process in the CBA.

BE IT FURTHER RESOLVED: The salary offered to the initial applicant shall be the salary for the position moving forward should the position become vacant in the future.

BE IT FURTHER RESOLVED: The terms and conditions agreed to in this Letter of Understanding shall be incorporated into the Labor Agreement when the contract is reopened for regular negotiations providing the Employer does not discontinue the position prior.

FINALLY, This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Labor Agreement instead are in addition to the existing provisions. All other provisions of the collective bargaining agreement continue to apply including but not limited to, longevity pay, seniority, and other forms of premium pay.

DATED THIS 11<sup>th</sup> of April, 2022.

FOR THE EMPLOYER

*Bob Redjic*  
Board Chair

*[Signature]*  
Superintendent

FOR THE UNION

*Ronald Plant*  
Local President

*[Signature]*  
Labor Representative

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
NORTH HOMES, INC. AND INDEPENDENT SCHOOL DISTRICT 695**

This Agreement is entered into by and between Independent School District #695, 300 SW 3rd Avenue, Chisholm, MN (hereafter District) and North Homes, Inc., 303 SE First Street, Grand Rapids, MN 55744 (hereafter “Contractor”).

**RECITALS**

The parties hereto recite and declare:

- A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children’s Therapeutic Support Service) certification.
- C. The **District** desires to contract for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;
- D. **Contractor** is duly qualified to provide the desired services.
- E. The parties desire to set forth the terms and conditions of their relationship in written form.

**NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:**

**1. TERM AND COST OF THE AGREEMENT**

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until \_\_\_\_\_ (subject to Section 10). All of the agreed upon services are available to the District with or without the service being included in an individual educational plan (IEP).

NHCFS will bill services provided to District #695 students to appropriate 3<sup>rd</sup> party funding sources. These could include but are not limited to:

- Medical Assistance – Primary Funder CTSS
- School Linked Grant – Crisis, Ancillary and Uninsured
- 3<sup>rd</sup> Party Plans – Mental Health Therapy
- Payment Waiver (Guardian Sliding Fee Scale)
- In-Kind - Necessary Unfunded Activity
- School District #695 (with appropriate referral and prior approval)

**2. CORE SERVICES OF THE AGREEMENT**

## **CTSS – Standard**

School-based CTSS services strengthen students and their families through prevention, intervention and skill building within the school setting. NHCFS professionals and/or practitioners work with the school professional, student and family to formulate goals and objectives identified by the team.

CTSS Services Include:

- Individual, family and group skills training to improve functioning at school, home and in the community.
- Psychotherapy directed towards changing or reducing symptoms of a mental health condition.
- Diagnostic assessments and treatment planning by a licensed Mental Health Professional.
- Student specific consultations with parents and school staff.

## **CTSS – Intensive**

This level incorporates all of the elements in the Standard CTSS but increases the amount of service to the student. Typically this service works in conjunction with the EBD rooms providing a seamless and intensive mental health component to student's experiencing significant emotional and behavioral challenges.

## **Crisis Intervention**

NHCFS school-based practitioners and professionals remain at the ready to respond to any student experiencing a crisis. This would include early intervention and a course of action to ensure ongoing support.

## **Day Treatment**

NHCFS is an approved Day Treatment provider and could offer that level for ISD #695 if desired.

## **Diagnostic Assessments**

As a Rule 29 provider NHCFS has numerous qualified Mental Health Professionals who will make it a priority to provide high quality and timely Diagnostic Assessments. Please note that NHCFS professionals take this very seriously and do not diagnose unless clearly indicated.

## **Therapy**

NHCFS School Practitioners work under the direction of the Mental Health Professional. They are well-trained and supervised to conduct group, individual and/or family skills work. Mental Health Professionals are also available to do therapy at our clinic or in the school if requested.

## **Ancillary Services and Other Functions**

- (a) Parent and Child Study Sessions

NHCFS feels it is very important to create a team with the school and family. Therefore our Practitioners and Mental Health Professionals (when requested) will participate in child and family study, IEP meetings, etc.

(b) Suicide Prevention and Intervention Services

All NHCFS Practitioners are trained in the ASIST (Applied Suicide Intervention Training) curriculum. NHCFS has therapists at our clinics with extensive training in suicide prevention and intervention. At the time of this contract NHCFS has 13 therapists that have completed Trauma Based Cognitive Behavioral Treatment training, 5 of which are nationally certified.

(c) On-going Behavioral Health Consultation

As stated above, when working in the schools we are one team. NHCFS work with very behaviorally challenging children throughout our continuum. Our effectiveness is dependent on our ability in this regard.

(d) Training (Behavioral Management, Mental Health, Suicide Prevention)

NHCFS trains our staff in suicide prevention model Applied Suicide Intervention Skills Training (ASIST), Life Space Crisis Intervention (LSCI), Handle with Care (HWC). Upon request of the District, NHCFS would offer cross training of these skills to the district staff.

(e) Tragic Event Response Services

Whenever a tragedy occurs within a school (i.e. suicide, car accident, etc.) NHCFS commits to put our collective resources on-site to assist, counsel and support. NHCFS professionals are trained and skilled in Informed Trauma Therapy and we commit to assisting your staff and students in coping with tragic events.

(f) Wrap Around Services and Coordination with Community Resources

NHCFS has a comprehensive service continuum and strong connections with community resources, as such, we have at our disposal resources and consultants to address the often complex needs of students. Our multi-disciplinary team in our Rule 29 Clinic can staff difficult cases and come up with intervention strategies.

### **3. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)**

Contractor shall utilize best efforts to:

- a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children’s Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
- b. Provide appropriate mental health services on a regular basis according to DA (Diagnostic Assessment) specifications.
- c. Provide appropriate documentation required by the school.
- d. Bill all appropriate third party payer sources.
- e. Participate in student’s educational meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend a meeting by one of these means, a written update will be provided for the team’s review.

**4. PAYMENT FOR SERVICES**

At the implementation of this contract, Independent School District #695 will pay North Homes Children & Family Services a one-time fee of \$10,000 to support the contracted mental health positions being added to the Chisolm Public School District.

Payment for client services shall be made directly to the Contractor by Third Party Payor source. It will be the Contractors responsibility to bill and collect for services provided.

The District will provide referral data to the Contractor and will aid in obtaining Consent Authorizations as deemed necessary and appropriate.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

Contractor 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 services.

**5. INDEPENDENT CONTRACTOR**

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Contractor. No tenure or any rights including worker’s compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor’s employees, including

indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

## **6. INDEMNIFICATION AND INSURANCE**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:
  - \$3,000,000 Aggregate
  - \$2,000,000 Each Occurrence
- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.

- C. Professional Liability Insurance (when required) the following minimum limits apply:
  - \$3,000,000 Aggregate
  - \$2,000,000 Each Occurrence
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

**7. DATA PRIVACY/DATA OWNERSHIP**

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

C. Release.

No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.

D. Ownership.

Ownership of all data prepared by the Contractor for the District under this contract, whether having commercial value or not shall be owned by the Contractor. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records. Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

**8. RECORDS: AVAILABILITY AND RETENTION**

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

**9. MERGER AND MODIFICATION**

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

**10. DEFAULT AND CANCELLATION**

- A. If the Contractor 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 shall constitute default. Unless the Contractor’s default is excused by the District, the District may, upon written notice to the Contractor’s representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Representatives for each of the parties to this Agreement are as listed below:

**District**  
 Adrian Norman III, Superintendent  
 ISD #695  
 300 SW 3<sup>rd</sup> Avenue  
 Chisholm, MN 55719  
 218.254-5726

**Contractor**  
 James C. Christmas, President & CEO  
 North Homes, Inc.  
 303 SE First Street  
 Grand Rapids, MN 55744  
 218.327.3000

- D. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

**11. SUBCONTRACTING AND ASSIGNMENT**

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

**12. NONDISCRIMINATION**

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**13. HEALTH AND SAFETY**

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

**14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS**

- A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**B. Severability.**

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

**C. Applicable Laws.**

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

## **15. SECTION HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## **16. THIRD PARTIES**

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

## **17. CONFLICT OF INTEREST**

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

NORTH HOMES, INC.

ISD #695

\_\_\_\_\_  
Contractor/Date

\_\_\_\_\_  
District Representative/Date

**Dear Dr. Norman,**

**Veda Zuponcic here for Northern Lights Music Festival. It's past time for me to contact you about NLMF using the Chisholm High School Auditorium. This year, our entire opera program, with your permission, will be housed at CHS--the professional, mainstage production of Mozart's *Magic Flute* will be using the stage and other classrooms, and the Opera Apprentice Program will be using other rooms and based in the choral room. It worked out admirably the year before Covid, so I hope that can be arranged again for us.**

**We will present the opera--one full length for primarily adults, and one for children (an hour's length); as well as at least one chamber music concert. The operas will be on these dates:**

**Children's Matinee *Magic Flute* (in English) July 16 at 3:30**

**Full length performance (in German with English subtitles): July 17 at 3:00, followed by a dinner at Valentini's**

**Rehearsals will begin on June 26, and we will finish our time there on approximately July 19.**

**Let me know, please what conditions you need from us--contracts, custodial fees and so on--and we'll turn them around for you.**

**Best regards...Veda**

**Veda Zuponcic**

**Professor of Music, Rowan University**

**Artistic Director, Northern Lights Music Festival**

**609 922 2965**