

Regular School Board Meeting

Monday, March 7, 2022 6:30 PM

LS-H MS/HS Media Center & Online (if unable to attend in person), 901 Ferry St., Le Sueur, MN 56058

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. MISSION AND VISION STATEMENTS

4. STRATEGIC PLAN REVIEW

5. APPROVAL OF AGENDA

6. OPEN FORUM

7. LE SUEUR-HENDERSON SCHOOL DISTRICT RECOGNIZES

7.1. Donations & Grants Received

7.2. 2021-22 MRC All-Conference Wrestling Team

8. REPORTS

8.1. Committee Reports

8.1.1. Finance **Presenter:** Director Matt Hathaway

8.1.2. Negotiations **Presenter:** Director Joe Roby

8.1.3. MVED **Presenter:** Director Steve Cross

8.1.4. Human Resource **Presenter:** Director Kelsey Schwartz

8.1.5. Policy **Presenter:** Director Gretchen Rehm

8.1.6. Facility Steering **Presenter:** Director Matt Hathaway

8.1.7. Community Ed Council **Presenter:** Director Brigid Tuck

8.2. Superintendent Report

8.2.1. 2022 Graduation

9. CONSENT AGENDA

9.1. Approval of District Office Consent Items

9.1.1. Minutes of Regular School Board meeting held on 2.7.22

9.1.2. Minutes of Special School Board Meeting held on 2.22.22

9.2. Approval of Business Office Consent Items

9.3. Approval of Personnel Consent Items

9.3.1. Hirings

9.3.1.1. 1:1 Early Childhood Special Education
Para- Brianna Sippo

9.3.1.2. MS/HS LTS Special Ed- Michelle Sampson

9.3.1.3. MS/HS Agriculture Teacher- Elizabeth
Risacher

9.3.1.4. Adapted Bowling Para- Lezlie Amela

9.3.1.5. Adapted Bowling Para- Bobbie Schleeve

9.3.1.6. Adapted Bowling Para- Nancy Herron

9.3.2. Resignations

9.3.2.1. Assistant Football Coach (9-12)- Eric
Lewis

9.3.2.2. MS/HS- Science Teacher, Cross Country
Head Coach, MS Basketball Coach, and Assistant
Track Coach- Casey Falls

9.3.2.3. Band Director- Rachel Lowe

9.3.3. Requests

9.3.4. Retirements

9.3.4.1. MS/HS Science Teacher- Bradley Propp

10. **PURCHASES ABOVE \$5,000**

10.1. Approve shipping container.

11. **OLD BUSINESS**

12. **NEW BUSINESS**

12.1. Approve the Custodians & Maintenance
Employees Master Agreement.

12.2. Approve Jennifer Vrklan's, Accounting
Clerk contract for 2021-2022.

12.3. Approve to move forward with installing
solar at Hilltop and MS/HS.

12.4. Approve the Ziebarth Learning Center
Proposal for 2022.

12.5. Approve District Administration to work
with the project consultants to prepare and
submit a project proposal, in accordance with the
scope and budget parameters discussed, to submit
to the MN Department of Education for it review &
Comment.

12.6. Approve to remove Interim to Elementary
Principal for Darren Kern.

13. **BOARD MEMBER COMMUNICATIONS / IDEAS EXCHANGE**

14. **NEXT MEETING INFORMATION**

14.1. Schedule of Upcoming Meetings

15. **ADJOURN**

**RESOLUTION TO ACCEPT GRANTS AND DONATIONS
TO THE LE SUEUR-HENDERSON SCHOOL DISTRICT**

WHEREAS, the Le Sueur-Henderson School District Board encourages the support of the district's educational programs through the funding and support of grant opportunities and donations that meet the goals and objectives of the school district;

WHEREAS, the school district will control and maintain all grants and donations to ensure that the interests of all students are met;

WHEREAS, the grants and donations listed below have been reviewed and approved by the administration of the Le Sueur-Henderson School District;

THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 2397, to accept the following grants and donations for the purposes intended:

- Le Sueur Knights of Columbus - \$300 for Hilltop Kindness Retreat,
- Le Sueur Rotary - \$300 for Hilltop Kindness Retreat,
- Le Sueur Knights of Columbus - \$500 for 7 Mindsets curriculum and professional development,
- Minnesota State High School League - \$251 to assistant students with extracurricular activity participation fees.

Adopted this _____ day of _____, 20_____.

Signed:

School Board Chair, Brigid Tuck

Attest:

School Board Clerk, Kelsey Schwartz



Dan Gardner
Executive Secretary – Sports Information Director
705 Shannon Lane
Belle Plaine MN 56011
H Phone: 952-873-4377
C Phone: 952-452-2123
E-mail: twinlgard@aol.com

Providing opportunities for students for over fifty years.

1-27-22

2021-22 MRC All-Conference Wrestling Team

<u>Name</u>	<u>School</u>	<u>Grade</u>	<u>Weight Class</u>
George Doherty George Doherty is a three sport athlete and a two-time letter winner in wrestling. This is his first MRC All-Conference Award. George's MRC record was 3-0. He is the son of Matt and Megan Doherty.	LeSueur-Henderson HS	8th Grade	170 lbs.
Lucas Urness Lucas Urness is the son of Matt and Sherry Urness. He is a three sport athlete. He also competes in football and track. He is also a proud member of the Central High School Trap team and the Central High School Band. Through the conference tournament, he is 7-1 on the year.	NYA Central HS	Junior	220 lbs.
Julio Alejandro Julio Alejandro is a first-time all-conference member for wrestling. He also participates in cross country and track for the Wolverines. He is the son of Julio and Stephanie Alejandro	Sibley East HS	7th Grade	106 lbs.
Benito Diaz This is Benito Diaz's second all-conference award in wrestling. He also participates in cross country and baseball. He is the son of Benito Diaz and Christine Templin.	Sibley East HS	Freshman	113 lbs.
Drayden Morton Four-time all-conference performer Drayden Morton was named conference most valuable wrestler. He is the son of Dan and DeAnn Morton.	Sibley East HS	Senior	145 lbs.
Jathan Mendoza Jathan Mendoza is a first time all-conference performer. He is the son of Bernice Mendoza.	Sibley East HS	Junior	152 lbs.
Giovanni Govea Giovanni Govea becomes all-conference for the first time. He is the son of Eliana Solaris.	Sibley East HS	Junior	195 lbs.
Omar Martinez This is Omar Martinez's second time as all-conference. He also plays football and baseball for the Wolverines. He is the son of Esmeralda Martinez.	Sibley East HS	Sophomore	185 lbs.
Chris Johnson Chris Johnson is a two-time all-conference performer. He was honorable mention as a 9 th grader. He has a current record of 22-11. He also participates in football and baseball. He is the son of Jeff and Peggy Johnson.	Tri-City United HS	Junior	126 lbs.
Brant Lemieux Brant Lemieux is a first-time member of the wrestling all-conference team. He has a current record of 16-12. He also participates in football and track. He is the son of Tyler and Amalie Lemieux.	Tri-City United HS	Junior	132 lbs.
Carter O'Malley Carter O'Malley is a three-time all-conference wrestler and has a current record of 26-9. He also participates in football and baseball. He is the son of Ryan and Holly O'Malley.	Tri-City United HS	Junior	138 lbs.

Cole Franek **Tri-City United HS** **Junior** **145 lbs.**
 Cole Franek is a two-time all-conference honoree and has a current record of 22-11. He also participates in football and baseball. He is the son of Dave and Marsha Franek.

Caleb Whipps **Tri-City United HS** **Senior** **152 lbs.**
 Caleb Whipps is a four-time all-conference wrestler, earning honors as an 8th, 9th and 10th grader. His current record is 20-2. He also participates in football. Caleb is the son of Andy and Jessica Whipps.

Caden O'Malley **Tri-City United HS** **Junior** **170 lbs.**
 Caden O'Malley is a two-time all-conference performer, honorable mention as a freshman. His current record is 23-6. He also participates in football and baseball. Caden is the son of Kelly and Holly O'Malley.

Honorable Mention All-Conference

Jordan Grinde	LeSueur-Henderson HS	Senior	145 lbs.
Carter Storms	NYA Central HS	Freshman	152 lbs.
Josh Sotelo	Sibley East HS	Junior	126 lbs.
Robert Bastyr	Tri-City United HS	Senior	Heavyweight

The coaches named **Drayden Morton of Sibley East HS** as 2021-22 MRC Most Valuable Wrestler.

Chris Koob of Sibley East HS was named the MRC Wrestling Coach of the Year.

MEMBER SCHOOLS

BELLE PLAINE LESUEUR/HENDERSON LESTER PRAIRIE MAYER LUTHERAN
 NYA CENTRAL SIBLEY EAST TRI-CITY UNITED

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 2397
LE SUEUR-HENDERSON PUBLIC SCHOOLS
MINUTES OF REGULAR SCHOOL BOARD MEETING
MS/HS MEDIA CENTER & ZOOM
February 07, 2022

Item 1.0 **Call to Order:** The regular meeting of the Le Sueur-Henderson Board of Education was called to order at 6:31 PM. Board members in attendance were Brigid Tuck, Gretchden Rehm (left at 7:30PM), Matt Hathaway, Kelsey Schwartz, Steve Cross, Joe Roby (left at 9:00PM).

Members Absent: Brian Sorenson

Also in attendance: Superintendent, Jim Wagner; Rachel, Henderson Independent; Le Sueur County; Teri Burdorf, Todd Vrklan, Todd Leonard, Bonnie Barnhardt, Business Manager

Item 2.0 **Pledge of Allegiance:** The pledge was recited.

Item 3.0 **Mission and Vision Statements**

Item 4.0 **Strategic Plan Review**

Item 5.0 **Approval of Agenda:** Motion by Roby, second by Hathaway, carried 6-0, to approve the meeting agenda with the change of moving Items 12.2 and 12.5 before item 7.0 and also moved item 9.2.4 after item 14.1.

Item 12.2 World's Best WorkForce Trend & Comparative Data

Item 12.5 Presentation on Solar for Hilltop and MS/HS by Apadana

Item 6.0 **Open Forum:**

Rehm left at 7:30PM

Item 7.0 **Le Sueur-Henderson School District Recognizes:**

Item 7.1 A resolution was presented to accept grants and donations to the Le Sueur - Henderson Public School District. Said resolution is attached hereto and made a part of these minutes. Motion made by Board Member Cross and upon being seconded by Board Member Roby said the resolution was duly adopted by the following roll call vote, carried 5-0.

Cross:	Yes	Schwartz:	Yes
Hathaway:	Yes	Roby:	Yes
Tuck:	Yes		

Item 7.2 2021-22 All-Conference One Act Play Team

Item 8.0 **Reports:**

Item 8.1 Committee Reports

Item 8.1.1 Finance

Item 8.1.2 Negotiations

Item 8.1.3 MVED

Item 8.1.4 Human Resources

Item 8.1.5 Policy

Item 8.1.6 Facility Steering

Item 8.1.7 Community Ed Council

Item 8.1.8 Calendar Committee

Item 8.2 Superintendent Report

Item 9.0 **Consent Agenda:** Motion by Roby, second by Schwartz, carried 5-0, to approve the following consent items:

Item 9.1 District Office Consent Items:

Item 9.1.1 Minutes of January 03, 2022, Organizational School Board Meeting

Item 9.1.2 Minutes of January 03, 2022, Regular School Board Meeting

Item 9.2 Business Office Consent Items:

Item 9.2.1 Designate Bonnie Barnhardt, Business Manager, as the Senior Administrator on the general fund and food service bank accounts at First Farmers and Merchants.

Item 9.2.2 Declare 1996 Ford White Van Obsolete

Item 9.2.3 Declare 2003 Ford Winstar Van Obsolete

Item 9.3 Personnel Consent Items:

Item 9.2.4 ***Was moved after Item 14.1***

Item 9.3.1 Hirings

Item 9.3.1.1 Special Ed Paraprofessional-Kassy Aguilar

Item 9.3.2 Resignations

Item 9.3.2.1 MS/HS Special Ed Teacher, Karen Stockwell

(resignation/agreement, effective Monday, February 7, 2022)

Item 9.3.3 Requests

Item 9.3.4 Retirements

Roby left at 8:56 PM

Item 10.0 **Purchases Above \$5,000**

Item 10.1 Motion by Schwartz, second by Tuck, carried 4-0, to approve the Scholastic Literacy Instructional Coaching for Elementary Teachers.

Item 11.0 **Old Business**

Item 11.1 Summary of the Superintendent's Review.

Roby returns 8:58PM

Item 12.0 **New Business**

Item 12.1 A resolution was presented to accept Support of the Congressional IDEA Full Funding Act for the Le Sueur - Henderson Public School District. Said Resolution is attached hereto and made a part of these minutes. Motion made by Board Member Tuck and upon being seconded by Board Member Schwartz said the resolution was duly adopted by the following roll call vote, carried 5-0.

Cross:	Yes	Roby:	Yes
Hathaway:	Yes	Schwartz:	Yes
Tuck:	Yes		

Item 12.2 ***Moved after item 5.0***

Item 12.3 Discussion- Students on the School Board

Item 12.4 Appointment of Board Committee Members and Chair for Wellness Committee. ***Appointed Directors Tuck and Sorenson.***

Item 12.5 ***Moved after item 5.0***

Item 12.6 Motion by [REDACTED], second by [REDACTED], carried [REDACTED], to approve questions for the 2022 Bond Referendum. ***No motion was made. Tabled this item for the next meeting.***

Item 12.7 Motion by Tuck, second by Cross, carried 5-0, to approve Architectural Company ATS&R.

Item 13.0 **Board Member Communications/Ideas Exchange:**

Item 14.0 **Next Meeting Information:**

Item 14.1 Schedule of Upcoming Meetings

Roby left at 9:00PM

Item 9.2.4 Motion by Hathaway, second by Cross, carried 4-0, to approve Pre-labor Day start for 2022-23 School Calendar, but will approve the official district calendar at a different time.

Item 15.0 **Adjourn:** Motion by Cross, second by Schwartz, carried 4-0 to adjourn the meeting at 9:04 PM.

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 2397
LE SUEUR-HENDERSON PUBLIC SCHOOLS
MINUTES OF SPECIAL SCHOOL BOARD MEETING
MIDDLE/HIGH SCHOOL MEDIA CENTER
FEBRUARY 22, 2022

Item 1.0 **Call to Order:** The special meeting of the Le Sueur-Henderson Board of Education was called to order at 5:31 PM. Board members in attendance were Steve Cross, Brian Sorenson, Joe Roby, Kelsey Schwartz, Brigid Tuck, Matt Hathaway

Members Absent: Gretchen Rehm

 Also in attendance: Superintendent, Jim Wagner;
Rachel Miller, Henderson Independent; Le Sueur County Newspaper, Kraus Anderson

Item 2.0 **Pledge of Allegiance:** The Pledge was recited.

Item 3.0 **Approval of Agenda:** Motion by Cross, second by Sorenson, carried 6-0, to approve the meeting agenda.

Item 4.0 **Consent Agenda:** Motion by Hathaway, second by Schwartz, carried 6-0, to approve the following consent items:

 Item 4.1 Hirings:

 Item 4.1.1 Early Childhood Special Ed. Para- Brianna Sippo

 Item 4.1.2 MS/HS LTS Special Ed- Michelle Sampson

 Item 4.2 Resignations:

 Item 4.2.1 Elementary Art Teacher- Emily Gehler

Item 5.0 **New Business**

 Item 5.1 Motion by Roby, second by Hathaway, carried 6-0, to approve the Environmental Analysis for Park Elementary.

 Item 5.2 Will be asking for RFPs from food service management companies soon.

Item 6.0 **Adjourn:** Motion by Sorenson, second by Cross, carried 6-0, to adjourn the meeting at 5:38 PM.



Employment Recommendation Le Sueur - Henderson School District

Position: Early Childhood Special Education Paraprofessional

Recommended Candidate: Brianna Sippo

Recommended by: Kern

Date: 2-11-22

To be completed by administrator:

Candidate has current & appropriate certification:

NA

Reference checks completed:

yes

Years of experience granted:

NA

Step Placement:

NA

Highest degree currently held:

HS Diploma

Lane Placement:

NA

Credits beyond highest degree granted:

0

New Position

Existing Position

Replacing:

Additional Information:

- 1:1 position in early childhood special education

Approval of Principal: Darren Kern

2/11/22

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Bonnie, Jim, Juanita) & Technology (Bruce) via Google Drive



Employment Recommendation Le Sueur - Henderson School District

Position: Middle/High School Long Term Substitute Teacher - Special Education

Recommended Candidate: Michelle Sampson

Recommended by: Brian Thorstad **Date:** 2/10/22

To be completed by administrator:

Candidate has current & appropriate certification:	No
Reference checks completed:	Yes
Years of experience granted:	0
Step Placement:	1
Highest degree currently held:	Masters
Lane Placement:	MA
Credits beyond highest degree granted:	0

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Karen Stockwell

Additional Information:
• Background Check on File

Approval of Principal:	<i>Brian Thorstad</i>	2/10/22
	Electronic Signature	Date

Approval of Superintendent:	
Electronic Signature	Date

Secondary Email: mstein29@hotmail.com



Employment Recommendation Le Sueur - Henderson School District

Position: Middle/High School Teacher - Agriculture

Recommended Candidate: Elizabeth Risacher

Recommended by: Brian Thorstad

Date: 2/21/22

To be completed by administrator:

Candidate has current & appropriate certification:

No

Reference checks completed:

Yes

Years of experience granted:

0

Step Placement:

1

Highest degree currently held:

Bachelors

Lane Placement:

BA

Credits beyond highest degree granted:

0

New Position

Existing Position

Additional Information:

- Pending Criminal Background Check
- Pending MN Teaching Licensure
- Hired for the 2022-2023 School Year

Approval of Principal:

Brian Thorstad

2/21/22

Electronic Signature

Date

Approval of Superintendent:

EleMarlenelectronic Signature

Date

Share with via Google Drive - District Office (Jim, Jennifer, Juanita) & Technology (Bruce)



Coach/Advisor Recommendation Le Sueur - Henderson School District

Position: Adapted Bowling Paraprofessional

Recommended Candidate: Lezlie Amela

Recommended by: Jeff Christ- AD

To be completed by administrator:

Candidate has current & appropriate certification (if applicable):

X

Reference checks completed:

X

Years of experience (Step Placement):

X	NEW
	EXISTING

Additional Information: Will start on Wed. 3/2/22

Approval of Activities Director:

Jeff Christ

2/21/22

Electronic Signature

Date



Coach/Advisor Recommendation Le Sueur - Henderson School District

Position: Adapted Bowling Paraprofessional

Recommended Candidate: Bobbie Schleeve

Recommended by: Jeff Christ- AD

To be completed by administrator:

Candidate has current & appropriate certification (if applicable):

X

Reference checks completed:

X

Years of experience (Step Placement):

X	NEW
	EXISTING

Additional Information: Will start on Wed. 3/2/22

Approval of Activities Director:

Jeff Christ

2/21/22

Electronic Signature

Date



Coach/Advisor Recommendation Le Sueur - Henderson School District

Position: Adapted Bowling Paraprofessional

Recommended Candidate: Nancy Herron

Recommended by: Jeff Christ- AD

To be completed by administrator:

Candidate has current & appropriate certification (if applicable):

X

Reference checks completed:

X

Years of experience (Step Placement):

X	NEW
	EXISTING

Additional Information: Will start on Wed. 3/2/22

Approval of Activities Director:

Jeff Christ

2/21/22

Electronic Signature

Date

2/24/2022

Mr. Christ and Mr. May,

I'm formally writing this email to resign my position as B team football coach. I've enjoyed my time with the program, but understand that I cannot coach three sports effectively and still devote the needed attention to my family that I need to.

Having been given the opportunity to coach basketball this winter, I realize that my skill set is better suited for that position.

Thank you for the opportunity to be involved in the program.

Thank you,

Eric Lewis

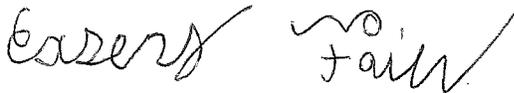
February 23, 2022

To Whom It May Concern,

Please accept this as my resignation from Le Sueur-Henderson Middle/High School effective at the end of the 2021-2022 school year as I have accepted another teaching position at Watertown-Mayer High School. I will also be resigning as the Head Cross Country Coach effective immediately, MS Basketball coach effective at the end of the 2021-2022 season, and assistant track coach effective at the end of the 2022 season.

Although I am excited about this new opportunity, I am very thankful for my time in the district and for being able to work with a wonderful group of students, teachers, and administrators over the last three years. Thank you so much for the opportunity if there is anything I can do to help aid in the transition please let me know.

Thanks,

A handwritten signature in cursive script that reads "Casey Fails". The signature is written in black ink and is positioned to the left of the printed name.

Casey Fails

Friday, March 4th, 2022

Principal Thorstad,

Please accept this letter as formal notification that I am resigning from my position as Band Director at LeSueur Henderson MS/HS. My last day of employment will be Friday, June 3rd (per my teaching contract for the 2021-2022 school year).

Thank you for the opportunity to work in this position for the past 3 years. I've greatly enjoyed my time here and will take all that I've learned as an educator with me throughout my career.

Sincerely,

A handwritten signature in cursive script that reads "Rachel Lowe". The signature is written in black ink and has a fluid, connected style.

Rachel Lowe

Bradley Propp
425 North 7th Street
Saint Peter, MN 56082

February 28th, 2022

LeSueur Henderson School Board
115 1/2 N. Fifth Street, Suite 200
Le Sueur, MN 56058

Dear Friends,

I would like to formally tender my retirement from the position of MS/HS Science Teacher effective at the end of the 2021-2022 school year. My last day of work will be June 3rd, 2022.

I have truly enjoyed teaching at the Middle/High School for the past twenty three years. As the inevitability of time and age would have it, I will be moving on to the next chapter in my life.

I hope to remain affiliated with LeSueur Henderson Schools as an Adult Basic Education Teacher and Substituted Teacher.

It has been an honor and privilege working with the faculty, staff and students of LSH Schools.

Best regards,

A handwritten signature in black ink that reads "Bradley N Propp". The signature is written in a cursive, slightly slanted style.

Bradley N Propp



Minneapolis
565 1st Street SW
New Brighton, MN 55112

Chicago
Markham, IL 60428
Toll Free: 1-888-782-2363

YOUR CUSTOM QUOTE

■ **Generated** 02/09/2022

■ **Reference** 195019

Your Agent Kole Hallmark

Contact (612) 444-3191

eMail kole@bigblueboxes.com

CUSTOMER	Le Sueur Henderson Public Schools
Address	
City / State / Zip	MN 56058
Contact Number	6127562314
Contact Email	tvrklan@isd2397.org

YOU REQUESTED

ITEM DESCRIPTION	QUANTITY	PRICE	DELIVERY	TOTAL
40' Used Standard Container Sale. Delivery to Le Sueur, MN 56058	1.0	\$4,700.00	\$300.00	\$5,000.00
40' New (1 Trip) Standard Container Sale. Delivery to Le Sueur, MN 56058	1.0	\$7,100.00	\$300.00	\$7,400.00

NOTES

Ask about our Risk-Free transaction:

- ◆ Better Business Bureau: A+ Rating
- ◆ Customer Satisfaction Guarantee
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Subtotal \$12,400.00
Total Tax \$0.00
Total \$12,400.00

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MASTER AGREEMENT

between

**Le Sueur - Henderson
Public School District #2397**

and

**Service Employees International Union
Local 284**

Custodians & Maintenance Employees

July 1, 2021 – June 30, 2023

LE SUEUR-HENDERSON PUBLIC SCHOOLS - ISD 2397



**115 1/2 N. 5TH STREET, SUITE 200
LE SUEUR, MINNESOTA 56058**

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between Le Sueur – Henderson Public Schools, Independent School District No. 2397, hereinafter referred to as the District or the School District, and Service Employees **International Union** Local 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA to provide the terms and conditions of employment for Custodians and Maintenance Employees during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the District recognizes Service Employees **International Union** Local 284 as the Exclusive Representative for Custodians and Maintenance Employees employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA, and as described in this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA, and in certification by the Director of Mediation Services (BMS).

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Custodian and Maintenance Employees shall mean all persons in the appropriate unit employed by the District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty seven (67) working days in any calendar year and emergency employees.

Section 3. District or School District: For purposes of administering this Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 5. Full-Time Employee: Full-time employee is to mean all employees who are on a 12-month, 35- hour work week. This definition shall apply except as specifically noted elsewhere in the Agreement.

ARTICLE IV SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of

negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. Union Access to Information: The District shall make available to the Union a bargaining unit list of employees including name, address, phone number(s), work hours, work location, position, classification, wage schedule placement, date of employment and electronic mail address(es).

Subd. 1. It is in the interest of the employer and the union for all newly hired employees to be informed of their rights, obligations and the benefits of their employment with the District. Accordingly, the District shall inform the union representative and steward(s) of all new hires immediately upon hire.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in this article shall be a part of the Agreement for the period commencing July 1, 2021 through June 30, 2023 and thereafter until a successor agreement is negotiated and ratified.

During this contract period, employees will advance one step effective July 1, 2021 and advance one step effective January 1, 2023. Any employee at Step 6, 7, 8, or 9 on the 2020-2021 schedule on July 1, 2021 will be advanced two steps on July 1, 2021 and one step on January 1, 2023.

Section 2. Withholding Salary Advancement: The District reserves the right to withhold salary increases. This shall not be done without just cause, proper notice, sufficient evaluation, and opportunity to be heard. The performance of probationary employees will be evaluated in writing by their immediate supervisor at the completion of six months employment and again after one year of employment. Thereafter, written evaluation will be provided annually. No employee will receive annual salary increases or increments until said evaluation has been signed by the employer and employee. The employee's signature shall evidence neither agreement nor disagreement but shall evidence only the fact that the employee has read and understands the evaluation.

Section 3. Wages:

Subd. 1: Wage Scales

Step	2021-2022	2022-2023
2	15.79	15.79
3	16.42	16.42
4	17.37	17.37
5	18.46	18.46
6	19.50	19.50
7	20.54	20.54
8	21.84	21.84
9	22.88	22.88
10	23.66	23.66
11	24.00	24.50

Section 4. Certification Bonus: Employees possessing any of the listed certifications will be compensated accordingly.

- Special Boiler License: \$0.15 per hour
- Second Class Boiler License: \$0.25 per hour
- First Class Boiler License: \$0.65 per hour
- Chief Boiler License: \$0.80 per hour
- Limited Power License: \$0.55 per hour
- Low Voltage License: \$0.40 per hour
- Unregistered Licensed Electrician: \$0.40 per hour
- Certified Non-Licensed Electrician: \$0.25 per hour

Section 5. Position Bonus: Employees assigned an evening shift or Team Leader position will be compensated accordingly.

- Evening Shift Differential: \$0.50 per hour
- Building Team Leader: \$1.50 per hour

Section 6. Position & Certification Bonuses for Employees Hired Prior to July 1, 2014: Teresa Scott will continue to receive the Building Team Leader Bonus she qualified for on July 1, 2014.

Section 7. Required Licenses – Custodial and Maintenance Classification: All employees in the Custodial and Maintenance Classification shall be required to obtain and maintain at least a Special Boiler License within two (2) years from the date of employment. Employees shall not be subject to discipline if the district does not allow the opportunity to attend the required class or classes.

Subd. 1. Cost: The District shall pay the actual cost of the boiler license and renewal fees. Employees must provide proof of cost/payment to the school district.

Subd. 2. Compensation: Employees will be paid an additional hourly stipend according to Article VI Rates of Pay, Section 5 Certification Bonus of this Agreement.

Subd.3. License Requirement: The daytime Maintenance position and the nighttime Maintenance/Grounds position must both have and maintain at least a 2nd Class Boiler License.

Section 8. Changing Positions: Current employees transferring, being promoted, or filing a newly created position, will receive a one dollar and fifty cents (\$1.50) per hour increase to their current wage per classification move when moving to a higher classification. Employees moving to a lower classification will incur a one dollar and fifty cents (\$1.50) per hour decrease per classification move to their current wage when moving to a lower classification.

Section 9. Overtime:

Subd. 1. Rate: Time and one-half (1½) shall be paid for all work over forty (40) hours in a week to all personnel.

Subd. 2. Sundays: The district will establish regular weekly schedules for all employees which may include Sunday. If a custodian is required to work on a Sunday and Sunday is not included on the custodian's regular weekly schedule, any Sunday hours that do not qualify for overtime pay will be compensated at a rate of time and a half (1.5x) of the custodian's regular hourly rate of pay.

Subd. 3. Commencement Rate: A double-time rate of pay will apply for Commencement set up and take down work on Memorial Day weekend.

Subd. 4. Approval: All overtime must be approved in advance by the Director of Buildings & Grounds.

Section 10. Weekend Boiler Check: If needed, one employee may be assigned each weekend to perform weekend boiler check and maintenance in each building.

Subd. 1. Compensation: \$30.00 per each weekend per each building in which the employee performs required services.

Subd. 2. Emergencies: In the event of emergencies, the employee on Weekend Boiler Check shall call his supervisor and, if authorized by the supervisor, may expend over one hour on such emergency. Compensation for time over one hour shall be time and one-half (1½), based upon

the employee's regular compensation rate.

Subd. 3. Substitute: If a custodian prefers not to perform the scheduled boiler check, the custodian may secure a substitute among the other custodians to perform the duty for him/her provided that the substitute custodian so selected is approved by the supervisor to perform the boiler check.

Section 11. Temporary Assignments: The School District shall pay custodial employees who have been given a temporary assignment in a higher job classification at the higher rate of pay if the temporary assignment exceeds ten (10) consecutive workdays. The higher rate shall begin on the eleventh (11th) consecutive workday and shall be retroactive to the first (1st) continuous day of the temporary assignment.

Section 12. Non-School Events: Upon submitting a supervisor-approved employee request form to the School District Business Office, work performed for non-school events for which the School District charged a fee, the employee shall accrue compensation time and be paid an evening shift differential rate in addition to regular hourly wages for evening, Saturday and/or Sunday assignments.

Section 13. Weekend Duty: When there are duties to be performed on weekends above and beyond the normally scheduled work week within a building, it shall be assigned to employees of said building that are covered by the Agreement and shall be rotated among those employees first prior to picking and selecting another person from another building. The employee will accrue compensation time and shall be paid a shift differential in addition to their basic hourly salary after submitting a supervisor-approved employee request form to the District Business Manager.

Section 14. Call Back: When any employee is called back to work on a weekend, in the evening, or the early morning prior to school starting and after regular shift, (not to be defined as extending a regular shift), the employee shall receive:

- (1.) A minimum of one and one-half (1½) hours of pay at time and a half (1½) their regular hourly rate of pay.
- (2.) The rate of pay will be double the rate of their regular hourly rate of pay for any call back time between 12:00 midnight and 4:00 A.M.
- (3.) To be included in regular hourly rate of pay shall be the evening shift differential only when working in the evening.

Section 15. Payment of Salaries: Payroll will be directly deposited into the employee's chosen financial institution account on the last business day on or prior to the 15th and 30th day of each month.

Section 16. Hilltop Mileage Stipend: Beginning with the 2016-17 fiscal year, an annual stipend of one hundred and fifty dollars (\$150.00) will be paid in two semiannual installments (\$75.00 on December 30 and \$75.00 on June 30th) to the Custodian assigned to Hilltop Elementary to compensate for the use of his/her personal vehicle in the running of light errands and duties as only directed by the employee's supervisor. In general, the district advises against the use of personal vehicles in the execution of duties. This stipend will be discontinued per need at the discretion of the Director of Buildings and Grounds or at such time as a district vehicle becomes available for such purposes. This stipend is not compensation for the transportation of the employee between assigned sites. Said Custodian will provide a copy of a certificate of insurance for his/her personal vehicle that is used as authorized in this section.

Section 17. Inclement Weather Closings: For the first two days of school closing due to inclement weather, employees covered under this contract shall earn one compensatory day each, for a total of two, if they work a full shift on that day. If the State of Minnesota enacts permanent legislation regarding inclement weather and school closings the terms will apply to employees under this agreement in the same manner as other district employees.

ARTICLE VII
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Retirement Benefits: The School District hereby agrees to establish a 403(b) retirement benefits program account for each member of this bargaining unit.

Section 2. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who:

- has completed at least one (1) year of working experience in the School District,
- is employed an average of at least twenty (20) hours per week,
- and at least nine (9) months of each calendar year pursuant to the provisions of this article.

Section 3. Matching Amount of School District Contribution: The School District agrees to contribute one dollar in matching funds for every one dollar (\$1.00) contribution made by each employee into an individual 403(b) retirement account.

Section 4. Maximum Annual Contribution: The maximum annual school district matching contribution shall be four hundred and thirty dollars (\$430.00). The District contribution may not exceed the amount specified by statute.

Section 5. Time of Contribution: The District matching contribution amount shall be made at the same time as the individual contribution by the staff member. The School District will deduct from the employee's paycheck the amount that the employee has agreed to pay in equal payroll deductions per paycheck, over the course of the employee's work year, or will match the staff member's contribution, whichever is less.

Section 6. Vendors: Participation in the benefits of this article is limited only to employees who select one of the School District approved vendors.

Section 7. Payment: The employee's contribution shall be made by payroll deduction.

Section 8. Unpaid Status: An employee on unpaid leave status may not participate in the provisions of this article.

Section 9. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

**ARTICLE VIII
GROUP INSURANCE**

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

Section 2. Eligibility: Full benefits provided in this article are designed for full-time employees. Full time employee is to mean all eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 3. Health and Hospitalization Insurance Coverage: Defined Contribution: The District shall contribute \$6,700 per year single and \$10,800 per year family for health insurance for each full-time employee employed by the School District who qualifies for and is enrolled in insurance coverage in the School District's group health and hospitalization insurance plan.

Section 4. Plan Options: Employees may choose from any of the plans offered by the School District.

Section 5. Income Protection: The District shall provide and pay the full cost of providing a program of income protection of full-time employees through disability insurance under which full-time employees may be included and which will compensate those persons covered thereby to the extent of not less than two-thirds (2/3) of the covered person's monthly salary but effective after thirty (30) days' disability and payable to age seventy (70).

Section 6. Life Insurance: The District shall pay in full the cost of a \$50,000 term life insurance policy for all full-time employees employed under this Agreement in the District who desire such coverage.

Section 7. Duration of Insurance Contribution: An employee qualified for insurance coverage is eligible for District contributions as provided in this Article as long as the employee is employed by the District on paid status and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 8. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Policy Terms and Conditions: The terms and conditions of the group insurance policies provided for hereunder shall not be decreased during the term of this Agreement.

Section 10. Policy Review: The insurance coverage provided hereunder shall be reviewed by the representative of the insurance carrier with the employees at least annually.

Section 11. Insurance Revision: The benefits of the health, life or disability policies will not change without approval of the Exclusive Representative.

Section 12. Early Retirement: Subject to the requirements of the insurance carrier, all full-time employees who have worked for the District a minimum of fifteen continuous years and are at least 55 years of age at the time of retirement and choose to take early retirement shall be allowed to remain as a part of existing group health insurance plans in the District until they become eligible for Medicare. The employer shall pay the same contribution toward the health insurance premiums

under said group plan, from time to time as it pays for active employees up to a maximum cap of \$50,000. The employee taking early retirement shall pay the premium difference which payment shall be made promptly to the District and in accordance with whatever payment schedule is in effect.

Subd.1. Employees hired after October 1, 2009 are not eligible for this benefit.

Section 13. Flex Insurance Plan: The District shall have the right to offer a flex insurance plan with no obligation of the custodial union members to participate.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earning: All employees shall earn sick leave at the rate of one (1) day for each month of service over the course of the employee's work year in the District. Should an employee's employment terminate, annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee.

Subd. 3. Use: Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. Medical Certificate: In the event of illness of more than three (3) days, the District may require an employee to furnish a medical certificate from a qualified physician or surgeon as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay and/or return to work. If the District feels that sick leave is being abused by an employee, the Superintendent and Union Steward (in conjunction with the Exclusive Representative) will consult and collaboratively resolve the situation. In the event that a medical certificate will be required, the employee will be so advised in time to acquire the same.

Subd. 5. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. The employee will be able to access the Employee Smarts Systems (ESS) to review available sick leave.

Subd. 6. Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in each building office.

Section 2. Leave of Absence: A leave of absence may be granted by the District for a period of up to one year at the District's discretion for due cause shown. Applications must be submitted to the Board of Education for their approval. The applicant shall receive no remuneration during the leave period.

Subd. 1. Reinstatement: The District shall place the applicant in his/her former or equal position upon the completion of the leave of absence, and he/she shall be entitled to all benefits in the current contract they qualify for at the time of return which he/she had earned at the time his/her leave of absence commenced.

Subd. 2. Extension: All requests for extensions or renewals of leaves of absence shall be applied for and granted in writing two (2) months prior to the end of such leave. If the leave is less than two (2) months the request for the extension shall be submitted two (2) weeks prior to the end of such leave. To comply with the requirements of the PERA, any employee covered by these regulations wherein his/her accumulated sick leave is entirely used and he/she is not able to return to his/her normal duties because of illness, may be provided with a temporary leave of absence not to exceed one (1) calendar year.

Subd. 3. Notification of Intent: Employees who have been granted a leave of absence must notify the School District two (2) months prior to the end of such leave, whether or not they intend to return to their position. If the leave is less than two (2) months the notification of intent shall be submitted two (2) weeks prior to the end of such leave. Failure of the employee to notify the District by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Section 3. Bereavement Leave:

Subd. 1. Immediate Family: As determined by the Superintendent, an employee may be granted one (1) to five (5) days paid leave in the event of death in the employee's immediate family. Immediate family shall include the employee's wife/husband, children, sisters, brothers, brother-in-law, sister-in-law, parents, father-in-law, mother-in-law, grandparent or grandchildren.

Subd. 2. Non-Immediate Family Members: Funeral leave of up to one (1) day per school year shall be granted for funerals of friends and other persons not listed in Article IX, Section 3. Such leave shall not be accumulative.

Section 4. Childcare Leave:

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

Subd. 2. Request: An employee making application for childcare leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

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

- (1.) Grant any leave more than twelve (12) months in duration;

- (2.) Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from childcare leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

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

Subd. 7. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 5. Emergency Leave: As determined by the Superintendent, an employee may be granted one (1) to five (5) days paid leave in the event of an emergency in the employee's family. Prior to taking such leave, written application shall be made for such emergency leave to the Superintendent of Schools. In case such application is based upon illness in the immediate family, the application shall include a physician's statement evidencing the existence of such illness if so, required by the Superintendent.

Section 6. Workers' Compensation: Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 7. Family Medical Leave Act (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 8. Jury Duty: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Unpaid Leave: In cases of serious extenuating circumstances, unpaid leave may be granted for other purposes at the discretion of the Superintendent.

Section 11. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave or Family Medical Leave of Absence (FMLA) from the School District under Section 1. above or supplemented by sick leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained

ARTICLE X HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: A regular work week, Monday through Friday, shall consist of forty (40) hours exclusive of lunch, for full-time employees. When a Saturday, Sunday or Holiday work shift is needed in exchange for a Friday or other workday, employees will be given a two-week advance notice.

Section 2. Part-time Employees: The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the District. When special events occur, the work shift of a custodian or custodians may change to accommodate the special event (for example, having a custodian or custodians work a late shift on a Wednesday night to cover a special school event).

Normally there will be no evening shift during summer months when school is not in session. In case there is a summer evening activity requiring custodial coverage, a volunteer or in the absence of a volunteer, the least senior custodian who is available (i.e., not on vacation, sick, disabled or otherwise occupied) will work the assignment.

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of one-half (1/2) hour on each day employed.

Section 5. Shift Breaks: Employees shall be permitted a one (1) ten (10) minute shift break during each four (4) hour shift. No more than two (2) employees shall participate in such breaks at the same time.

Section 6. School Closing: Employees shall, providing weather permits, report to work when school is canceled. Employees who report and work six (6) hours shall receive no wage reduction provided they make up the other two (2) hours within the current school year. In the event the individual chooses to make up the additional two (2) hours at a later date, the makeup time shall be scheduled by the employee's supervisor. Employees not working that day or days will either lose a full day's pay or take a vacation day.

Section 7. Duties: Each employee in the District shall receive a Working Agreement at least thirty (30) days prior to the beginning of the contract year outlining the qualifications, duties, and responsibilities of the said employee.

ARTICLE XI HOLIDAYS

Section 1. Paid Holidays: Full time employees shall be granted the following eleven (11) paid holidays: LABOR DAY, THANKSGIVING, CHRISTMAS, NEW YEARS DAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY and four (4) floating holidays to be established at the time of approval of the school calendar. The Union Steward will notify the School District Business Office of the Floating Holiday dates prior to July 1 of each year.

Section 2. Working on Holidays: Double time (twice the employee’s regular hourly rate) shall be paid for any work performed on any of the designated paid Holidays, and time and one-half shall be paid for any work performed on any of the four (4) floating holidays.

Section 3. Weekends: Any holiday that falls on a weekend will be observed on a day established by the School district.

Section 4. School in Session: In the event that the employer conducts regular school classes on President’s Day that day shall not be a holiday, but another day designated by the employer, shall be set aside and granted as a paid holiday; provided, further that the employee is at work on the last working day before said holiday and on the first working day after said holiday unless said employee is on some form of approved leave.

**ARTICLE XII
VACATION**

Section 1. Eligibility: All custodian/maintenance employees will be eligible for one (1) paid vacation day per year. If a less than 12-month full-time employee should go on a 12-month contract, the vacation time will be based upon pro-rated full time previously worked.

Section 2. Additional Earned Vacation: An employee who has used no more than one (1) sick day during the previous work year shall receive one (1) additional vacation day for use during the following school year. A day is defined as the same number of hours as the contracted workday. Any days beyond the one (1) will be at no pay, but compensatory time can be used. Prior to taking such leave, written application to the supervisor shall be made.

Section 3. Full Time Employee Vacation: Full-time employees will be granted vacation as determined by the following schedule:

Vacation Days	
Years in District	Day(s) of Vacation Accrued
0 Years	1 Day
1-5 Years	11 Days
6 Years	12 Days
7 Years	13 Days
8 Years	14 Days
9 Years	15 Days
10 Years	16 Days
11 Years	17 Days
12 Years	18 Days
13 Years	19 Days
14 Years	20 Days
15 Years	21 Days

Said vacation period to a maximum of ten (10) working days will be granted during the summer months with the timing of the balance of said vacation period over and beyond ten

(10) days to be granted at the District's discretion.

Subd.1. Duration and Time: Employees may apply to the District for variations as to duration and time of the year for their vacation. In the event that a number of employees apply for vacation time at the same time, so that a conflict arises, precedence shall be determined by order of first application.

Section 4. Advanced Unaccrued Vacation: After six (6) months of employment with the district, a full-time employee in this unit may use 5 days of unaccrued vacation. If that employee separates or is terminated from employment prior to his/her 1-year anniversary, the days of paid but unaccrued vacation will be deducted from his/her final check from the district.

Section 5. Accrued Vacation Pay: Upon voluntary termination of employment, employees who have completed the probationary period shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of the Article; however, if the employee is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 6. Less Than Full Time Employees: Employees employed on less than a full-time basis but employed nine and one half (9½) months or more during the year shall receive paid vacation to be taken during the summer. The vacation pay shall be prorated in accordance with the percentage of annual custodial hours worked to annual custodial hours worked by a full-time custodial employee.

Section 7. Carry Over: An employee may carry over five (5) days of vacation from the previous year. This is non-cumulative. The time vacation is taken will be pending supervisor approval on each occasion.

ARTICLE XIII PROBATIONARY PERIOD, DISCIPLINE, AND DISCHARGE/RESIGNATION

Section 1. Probationary Period: An employee shall serve a probationary period of six (6) months of continuous service in the School District. During which time the School District shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated.

No employee shall be discriminated against by either the School District or the Exclusive Representative because he/she is or is not a member of Local #284. Employees who are advanced from a part-time status to a full-time status shall be subject to the six-consecutive month probationary period herein provided for but if found unsatisfactory and discharged other than for cause as above set forth they shall revert to their previously attained status as part time employees.

Section 2. Probationary Period; Change of Classification or Part-Time to Full-Time: Beginning July 1, 2014, in addition to the initial probationary period, an employee promoted to a different classification shall serve a new probationary period of six (6) months in any such new classification. During this six (6) month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. Discipline:

Subd. 1. Types: The District will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension with pay
- Suspension without pay
- Discharge

Both the District and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

Subd. 2. Conference: A conference between the employee and his/her supervisor shall be held prior to the imposition of a written reprimand, suspension with pay, suspension without pay, demotion or discharge. All will be in written form.

Section 5. Resignation: A two (2) week notice shall be required of an employee if he/she wishes to resign. A two (2) week notice shall be given an employee if he/she is to be laid off.

Section 6. Discharge: Until an employee has worked a six-consecutive month probationary period, he/she shall be subject to discharge at the sole discretion of the employer. Thereafter, the employer may discharge at any time for cause.

No employee shall be discriminated against by either the employer or the Union because he/she is or is not a member of Local #284. Employees who are advanced from a part-time status to a full-time status shall be subject to the six-consecutive month probationary period herein provided for but if found unsatisfactory and discharged other than for cause as above set forth they shall revert to their previously attained status as part time employees.

**ARTICLE XIV
SENIORITY, REDUCTION OF FORCES & VACANCIES**

Section 1. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be determined by the order in which the employees were listed on the School Board Minutes.

Section 2. Seniority Rights: The District will recognize seniority rights as to order of layoff and recall. In addition, the District may consider the employee's qualification for the particular duties involved. An employee who is properly discharged or resigns shall forfeit his seniority and in the event of re-employment, the employee's seniority rights shall begin as of the date of his/her re-employment. In

the event of layoff and recall, full-time employees shall not be bumped by part-time employees with more seniority.

Section 3. Vacancies: New positions or vacancies within the grade classification of the employee involved and of more than thirty (30) days in duration will be posted for a period of five (5) days and the most senior qualified applicant will be assigned the position within five (5) days after the closing of the posting.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance: A "grievance" shall mean an allegation, in writing, by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Subd. 2. Grievant(s): The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

Subd. 3. Days: Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all weekdays not designated as holidays by state law.

Section 2. Representative: The grievant(s), administrator(s), or District may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar working days. Days designated as legal holidays by State or Federal law shall not be counted in determining time periods.

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

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

Section 4. Time Limitation and Waiver: A Grievance shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred.

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

Section 5. Resolution of Grievance: The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen 15 days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative(s) to issue a decision within the time periods provided in this article shall constitute a denial of the grievance and the grievant(s) may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved grievant(s), and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration.

The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the District, the submission of the grievance which shall include the following:

- (1.) The issues involved.
- (2.) Statement of the facts.
- (3.) Position of the grievant.
- (4.) The written documents relating to Section 5, Article XII of the grievance procedure.

The District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made at the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVI MISCELLANEOUS

Section 1. Uniforms: The District requires that all custodial employees wear uniform shirts.

Subd. 1. District Provision: The District will provide five (5) shirts per employee per year.

Subd. 2. Allowance: The employee shall receive an annual allowance for the purpose of work uniform pants and work shoes in amounts not to exceed:

(1.) Custodians and Maintenance: Two hundred dollars (\$200.00)

Subd. 3. Reimbursement: The employee shall be entitled to draw against said allowance upon furnishing a claim for reimbursement supported by receipts with reference to the expenses incurred for work uniform pants and work shoes.

Section 2. Medical Examinations: All employees covered under this Agreement shall be required to undergo a physical examination prior to employment, including a Mantoux Test and x-rays as required by law. The District will pay for such examinations plus required x-rays and laboratory fees.

Section 3. Eye Glass Repairs and Replacements: The District shall reimburse employees the actual expense of replacing or repairing eyeglasses that are broken or damaged while performing services for the School District. Such repair or replacement shall be in kind and of quality equal to that being repaired or replaced. If the employee desires to upgrade, change, or alter his/her glasses subject to repair or replacement, the additional cost, over replacement or repair in kind, shall be borne by the employee.

Section 4. Student Supervision: Supervision or discipline of students shall not be the duty of the employees under this contract. The employees shall however, report to the proper authorities those infractions of rules, which would lead to destruction of property or a danger to one's self or others.

Section 5. Workshop Costs: All full-time employees are encouraged to improve their proficiency in building maintenance. To that objective, the District will pay all course fees and mileage (use of District vehicle, if available) for such offerings in area vocational/technical or other institutions. All courses, workshops and seminars must have the prior approval of the District Buildings and Grounds Director. The District agrees to pay employees their actual hourly rate of pay for hours in attendance at workshops or courses that are mandated and/or required by the District.

**ARTICLE XVII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2021 through June 30, 2023 and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 284

LE SUEUR - HENDERSON PUBLIC
SCHOOLS: 2397

Contract Organizer

Superintendent

Steward

Clerk

Date

Chief School Board Negotiator

Date

ACCOUNTING CLERK CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 2397, Le Sueur-Henderson, Minnesota, hereinafter referred to as the School District, and Jennifer D. Vrklan, hereinafter referred to as the Accounting Clerk, who agrees to perform the duties of the Accounting Clerk of the School District.

ARTICLE II DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of one year commencing on July 1, 2021, and ending on June 30, 2022. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Accounting Clerk or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Accounting Clerk shall cease, unless a subsequent Contract is entered into by the parties. In the event the parties fail to enter into a subsequent contract, the Accounting Clerk's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Accounting Clerk or until the School Board provides sixty (60) calendar days of written notice of the termination of the Accounting Clerk's employment.

Section 3. Termination During the Term: The Accounting Clerk's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Accounting Clerk during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Accounting Clerk, in writing, of the proposed grounds for termination. The Accounting Clerk shall be entitled to a hearing before an arbitrator provided the Accounting Clerk makes such a request, in writing, to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Accounting Clerk may be suspended with pay pending final determination by the arbitrator. If the Accounting Clerk fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Accounting Clerk shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Accounting Clerk.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Accounting Clerk completing the terms of the existing Contract.

ARTICLE III

DUTIES

The Accounting Clerk shall serve under the direction of the Superintendent. The Accounting Clerk shall perform all duties incident to the position of Accounting Clerk and such other duties as may be prescribed by the Business Manager, Superintendent and School Board from time to time. The Accounting Clerk shall abide by the policies, regulations, rules, and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The Accounting Clerk shall attend School Board and other meetings as directed by the Superintendent.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Accounting Clerk's duty year shall be for the entire twelve (12)-month Contract year, and the Accounting Clerk shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Accounting Clerk shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Accounting Clerk shall earn twenty (20) working days of annual paid vacation each Contract year, or 13.34 hours per month. Unused vacation may carry up to 10 unused vacation days into next year, with superintendent approval. Upon voluntary termination of employment, the Accounting Clerk shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Accounting Clerk is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Accounting Clerk shall be entitled to ten (10) paid holidays: 4th of July, Labor Day, Thanksgiving, and Friday after Thanksgiving, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Good Friday, and Memorial Day.

Section 4. Sick Leave: The Accounting Clerk shall earn paid sick leave at the rate of 1.25 day per working month, and earned sick leave may accumulate to a maximum of one hundred and twenty (120) days. Upon voluntary or involuntary termination of employment, the Accounting Clerk shall not be entitled to unused earned and accrued sick leave days.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Accounting Clerk injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Emergency and Funeral Leave: The Accounting Clerk shall be granted bereavement leave for a death within the Accounting Clerk's immediate family. The time utilized shall be in an amount to be determined after conferring with the Superintendent. Days utilized will not be deducted from the Accounting Clerk's sick leave. "Immediate family" is defined as the Accounting Clerk's spouse, child, parent, brother, sister, grandparent, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandchildren. This particular type of personal leave shall be extended from one to five days as determined and granted by the superintendent or his designated representative for any particular event.

Funeral leave of up to one (1) day per school year shall be granted for funerals of friends and other persons not mentioned in the previous paragraph. Such leave shall be non-accumulative.

Section 7. Jury Service: The Accounting Clerk who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Insurance Application: A Accounting Clerk on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Accounting Clerk shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Accounting Clerk is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Accounting Clerk must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Accounting Clerk and the Accounting Clerk's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$6,700 annually (\$558.33 per month) for single coverage and \$10,800 annually (\$900 per month) for family coverage toward the premium for such insurance. The balance of the premium shall be paid by the Accounting Clerk through payroll deduction.

NOTE 2: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Accounting Clerk's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Accounting Clerk under the School District's group term life insurance plan in the amount of \$20,000, payable to the Accounting Clerk's named beneficiary(ies).

NOTE 3: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Accounting Clerk needs to know why that amount is being reported.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Accounting Clerk under the School District's group long-term disability insurance under which full-time employees may be included and which will compensate those persons covered thereby two-thirds (2/3) of the covered person's annual salary, effective after thirty (30) days' disability and payable to age seventy (70) subject to requirements of the insurance carrier.

Section 4. Eligibility: The eligibility of the Accounting Clerk and the Accounting Clerk's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VI OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Accounting Clerk is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The District will match dollar for dollar of employee contribution, up to a maximum District contribution of \$1,300 per year.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Accounting Clerk's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the Superintendent and/or the School Board. The Accounting Clerk shall periodically report to the Superintendent relative to all meetings and conferences attended. The Accounting Clerk shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

ARTICLE VII SALARY

The Accounting Clerk shall be paid an annual salary of \$50,000 for the 2021 - 2022 Contract year. The annual salary may be modified, but shall not be reduced, during the term of this Contract. The salary shall be paid in twenty-four (24) equal installments during the Contract year.

ARTICLE VIII OTHER PROVISIONS

Section 1. Outside Activities: While the Accounting Clerk shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Superintendent, such activities do not impede the Accounting Clerk's ability to perform the duties of the Accounting Clerk's position. However, the Accounting Clerk may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Accounting Clerk arising out of or in connection with his/her employment and the Accounting Clerk is acting within the scope of employment or official duties, the School District shall defend and indemnify the Accounting Clerk to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S.

Chapter 466.

Section 3. Dues: The Accounting Clerk is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the Superintendent and/or the School Board. The Accounting Clerk shall present appropriate statements for approval as provided by law.

Section 4: Daily Rate of Pay: For purposes of this contract, the Accounting Clerk's daily rate of pay is determined by dividing the total Accounting Clerk's annual salary by 260 days.

ARTICLE IX
SEVERABILITY

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

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 20__.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 20__.

Accounting Clerk

School Board Chair

School Board Clerk

February 28, 2022

To: Le Sueur-Henderson School Board
Re: Alternative Learning Center Proposal

Staff: 1.0 FTE ALC Coordinator whose duties would include managing attendance, personal learning plans, online learning service provider coordination, communicating with students and parents/guardians and coordinating all aspects of ALC programming. Other duties may include Infinite Campus management and other duties as assigned. The Ziebarth Administrative Assistant, Pat Willart, will provide limited support to the ALC as well.

Staff Qualifications: MN Teaching License in the areas of Counseling, Work Based Learning, Reading, Math, Social Studies or Science. Internal and external candidates will be considered.

Location: Ziebarth Learning Center

Enrollment: 20 students per class period at the Ziebarth Learning Center. A program maximum of 40 students will be instituted during the 2022-2023 school year. LSH students will be given enrollment priority and open enrollment will be considered up to the enrollment maximum.

Eligibility: A student under the age of 21 must meet one of the following criteria to be eligible to choose a non-traditional education program:

1. Performs substantially below the performance level for pupils of the same age in a locally determined achievement test
2. Is behind in satisfactorily completing coursework or obtaining credits for graduation
3. Is pregnant or is a parent
4. Has been assessed as chemically dependent
5. Has been excluded or expelled
6. Has been referred by a school district for enrollment in an eligible program
7. Is a victim of physical or sexual abuse
8. Has experienced mental health problems
9. Has experienced homelessness sometime within six months before requesting a transfer to an eligible program
10. Speaks English as a second language or has limited English proficiency
11. Has withdrawn from school or has been chronically truant
12. Is being treated in a hospital in the seven-county metropolitan area for cancer or other life-threatening illness or is the sibling of an eligible pupil who is currently being treated, and resides with the pupil's family at least 60 miles beyond the outside boundary of the seven-county metropolitan area

Program Design: The Ziebarth Area Learning Center programs will be designed to address the academic, social and emotional needs of students in grades 9-12 who have struggled a traditional education setting by increasing motivation toward school, improving academic skills, building a safe and supportive school environment and increasing self-worth and hope for the future.

A blended learning environment will be used at the Ziebarth Learning Area Learning Center supported by the Educere digital learning platform. Teacher support will be provided to students as they complete academic learning through Educere and other portions of each student's day will be spent in more traditional learning environments. ALC students will have the opportunity to register for some classes at LS-H High School which may include technical education, work based learning, agriculture, music, and other CTE electives.

Counseling services and social/emotional learning will be important components of students' daily services at Ziebarth.

Daily Schedule: A 7 period schedule aligned with LSH High School will be utilized to maximize course enrollment opportunities and food service.

Special Education: Special education services will be provided by licensed staff at Ziebarth or LSH High School dependent on the services documented in each student's Individualized Education Plan.

Food Service: Breakfast will be provided at the Ziebarth Learning Center and lunch will be provided at Le Sueur-Henderson High School. (Transportation)

Transportation: Bus transportation will be provided by Le Sueur-Henderson Schools in alignment with current bus eligibility criteria. Students who are eligible to drive will be allowed to drive to Ziebarth and may transport themselves between LSH High School and the Ziebarth Learning Center following their assigned ALC course schedule.

**INDEPENDENT SCHOOL DISTRICT 2397
LE SUEUR-HENDERSON PUBLIC SCHOOLS**

SCHEDULED MEETINGS/ACTIVITIES

DATE	DESCRIPTION	TIME	LOCATION
February 22, 2022	Special School Board Meeting	5:30 PM	MS/HS Media Center
February 22, 2022	School Board Work Session	6:30 PM	MS/HS Media Center
February 28, 2022	Food Service Committee Meeting	1:00 PM	District Office Conference Room
March 3, 2022	Facility Committee Meeing	3:45 PM	Zoom meeting
March 7, 2022	Regular School Board Meeting- Brigid Tuck will be via Zoom from:526 Pine St. Glenwood Springs, CO 81601 Kelsey Schwartz: 77-6409 Leilani St, Holualoa, Hi. 96740	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
March 21, 2022	School Board Work Session	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
April 4, 2022	Regular School Board Meeting	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
April 18, 2022	School Board Work Session	6:30 PM	MS/HS Media Center & Zoom (if unable to attend in person)
<i>In case of a weather emergency/school closing, Board meeting will be held the next Tuesday at the same time/place.</i>			
	https://docs.google.com/spreadsheets/d/1veOz-5YPT7		