

# Special School Board Meeting

Tuesday, June 21, 2022 6:30 PM

Le Sueur City Hall , 203 South 2nd Street, Le Sueur , MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **Consent Agenda**

4.1. Hirings:

4.1.1. ESY Para- **Fritzline Reichenberger**

4.2. Resignations:

4.2.1. ESY Para- Craig Hink

5. **NEW BUSINESS**

5.1. Building & Grounds Director 2021-22 Contract

5.2. Authorize Superintendent Jim Wagner to act as the Identified Official with Authority (IOwA) and San Juanita Flores-Soria (Administrative Assistant) to act as the IOwA to add and remove names only for Le Sueur-Henderson School District 2397-01.

6. **CLOSED SESSION**

6.1. Superintendent Summary Evaluation

6.2. School Board Evaluations

7. **RE-OPEN SESSION:**

8. **ADJOURN**



# Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Paraprofessional

**Recommended Candidate:** Fritzline Reichenberger

**Recommended by:** Jody Rittmiller

**Date:** 6/13/2022

To be completed by administrator:

Candidate has current & appropriate certification (if applicable):

Yes

Reference checks completed:

Yes

Years of experience (Step Placement):

<input type="checkbox"/>
<input checked="" type="checkbox"/>

**NEW**

**X**

**EXISTING**

**REPLACING: Craig Hink**

- **Additional Information:**
  - Week #1: June 20 - June 23, 8:00-11:30 AM
  - Week #2: June 27 - June 30, 8:00-11:30 AM
- 28 Hours of Programming
- Starting Special Education pay
- Pending background check
- Email: fritzlinexavier3@gmail.com

Approval of administrator: *Jody Rittmiller*

6/13/2022

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date



## BUILDINGS & GROUNDS DIRECTOR 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 Todd Vrklan, hereinafter referred to as the Buildings & Grounds Director, who agrees to perform the duties of the Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Buildings & Grounds Director or until the School Board provides sixty (60) calendar days of written notice of the termination of the Buildings & Grounds Director's employment.

Section 3. Termination During the Term: The Buildings & Grounds Director'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 Buildings & Grounds Director during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Buildings & Grounds Director, in writing, of the proposed grounds for termination. The Buildings & Grounds Director shall be entitled to a hearing before an arbitrator provided the Buildings & Grounds Director 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 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 Buildings & Grounds Director may be suspended with pay pending final determination by the arbitrator. If the Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director.

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 Buildings & Grounds Director completing the terms of the existing Contract.

### ARTICLE III DUTIES

The Buildings & Grounds Director shall serve under the direction of the Superintendent. The Buildings & Grounds Director shall perform all duties incident to the position of Buildings & Grounds Director and such other duties as may be prescribed by the Superintendent and School Board from time to time. The Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director's duty year shall be for the entire twelve (12)-month Contract year, and the Buildings & Grounds Director shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Buildings & Grounds Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Buildings & Grounds Director shall earn twenty (20) working days of annual paid vacation each Contract year, or 13.34 hours per month. The Buildings & Grounds Director may carry up to ten (10) unused vacation days into the next year, with superintendent approval. Accrued vacation over ten (10) days, shall be paid out at the Buildings & Grounds Director's hourly rate at the end of the school year. Upon voluntary termination of employment, the Buildings & Grounds Director shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Buildings & Grounds Director is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Buildings & Grounds Director 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 Buildings & Grounds Director shall earn paid sick leave at the rate of 1.25 days 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 Buildings & Grounds Director shall not be entitled to unused earned and accrued sick leave days.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Buildings & Grounds Director 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 Buildings & Grounds Director shall be granted bereavement leave for a death within the Buildings & Grounds Director'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 Buildings & Grounds Director's sick leave. "Immediate family" is defined as the Buildings & Grounds Director'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 Buildings & Grounds Director 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 Buildings & Grounds Director on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director must pay the entire premium for any insurance retained.

## ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Buildings & Grounds Director and the Buildings & Grounds Director'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 Buildings & Grounds Director 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 Buildings & Grounds Director'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 Buildings & Grounds Director under the School District's group term life insurance plan in the amount of \$50,000, payable to the Buildings & Grounds Director'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 Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director and the Buildings & Grounds Director'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 Buildings & Grounds Director 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 \$2,000 per year.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Buildings & Grounds Director'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 Buildings & Grounds Director shall periodically report to the Superintendent relative to all meetings and conferences attended. The Buildings & Grounds Director shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 3. Mileage Reimbursement: The School District shall reimburse the Buildings and Grounds Director for school business mileage at the current IRS rate to a maximum of \$750 per year.

## ARTICLE VII SALARY

The Buildings & Grounds Director shall be paid an annual base salary of \$68,446 for the 2021 - 2022 Contract year. \$3,500 will be paid in addition to base salary after evidence of completion and maintenance of Minnesota Facility Management Professionals Certification. 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 Buildings & Grounds Director 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 Buildings & Grounds Director's ability to perform the duties of the Buildings & Grounds Director's position. However, the Buildings & Grounds Director 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 Buildings & Grounds Director arising out of or in connection with his/her employment and the Buildings & Grounds Director is acting within the scope of employment or official duties, the School District shall defend and indemnify the Buildings & Grounds Director 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 Buildings & Grounds Director 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 Buildings & Grounds Director shall present appropriate statements for approval as provided by law.

Section 4: Daily Rate of Pay: For purposes of this contract, the Buildings & Grounds Director's daily rate of pay is determined by dividing the total Buildings & Grounds Director'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\_\_\_\_.

\_\_\_\_\_  
Buildings & Grounds Director

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

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

**Instructions for Districts and Schools:** Copy the form below onto your district or school letterhead, complete the information requested in the six spaces shown, then scan and email the completed form to: [useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us).

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## Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

### Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Independent School District

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 2397-01

Superintendent or Exec. Director Name: San Juanita Flores

Will act as the IOwA? Yes

If no, identify below the individual who will act as the IOwA for your organization.

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The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Board Member Signature:

Name: \_\_\_\_\_

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

Once the EDIAM Board Resolution is completed, scan and email it to: [useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us)