

Special School Board Meeting

Monday, September 19, 2022 6:45 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **CONSENT AGENDA**

4.1. Hrings:

4.1.1. Kindergarten Teacher- Erica Flatin

4.1.2. Special Ed. ParaEarly Childhood- Starr Delgado

4.1.3. Elementary Art Teacher- April Malphurs

4.1.4. MS Special Ed. Teacher- Kami Welter

4.1.5. School Social Worker- Susie Spika

4.2. Resignations:

4.2.1. Special Ed. Para- Brianna Sippo

4.2.2. MS Special Ed.- Casie Wiebe

5. **NEW BUSINESS**

5.1. Resolution proposing to enter into a guaranteed energy-savings contract and providing authorization to seek proposals from multiple qualified providers through published notice in accordance with Minn.Stat. § 123B.65

5.2. Approve District Admin. Assist. Contract for 2021-22.

5.3. Approve District Admin. Assist. contract for 2022-23.

5.4. Approve the proposed Levy Certification.

6. **ADJOURN**



Employment Recommendation Le Sueur - Henderson School District

Position: Kindergarten Teacher

Recommended Candidate: Erica Flatin

Recommended by: Kern	Start/ Hire Date: September 19, 2022

To be completed by administrator:

Candidate has current & appropriate certification:

NA

Reference checks completed:

NA

Years of experience granted:

NA

Step Placement:

NA

Highest degree currently held:

NA

Lane Placement:

NA

Credits beyond highest degree granted:

NA

Hourly/ Salary Rate

NA

New Position

Existing Position

Replacing:

Additional Information:

Erica will be moving from the ECSE position into the kindergarten position approved by the School Board. She will remain at her current rate of pay.

Approval of Principal: Darren Kern

Electronic Signature

Date

Approval:



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



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



Employment Recommendation Le Sueur - Henderson School District

Position: Art Teacher-Elementary Schools

Recommended Candidate: April Malphurs

Recommended by: Darren Kern Start/ Hire Date: 9/19/22

/

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
16
16
MA
MA +10
10
\$63,965

New Position

Existing Position Replacing: Emily Gehler

Additional Information:

Approval of Principal: Darren Kern 9/14/22

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

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



Employment Recommendation Le Sueur - Henderson School District

Position: Middle/High School Teacher - Special Education

Recommended Candidate: Kami Welter

Recommended by: Cindy Schmidt

Hire Date: 9/15/22

To be completed by administrator:

Candidate has current & appropriate certification:

no

Reference checks completed:

yes

Years of experience granted:

0

Step Placement:

0

Highest degree currently held:

BS

Lane Placement:

BS

Credits beyond highest degree granted:

9

New Position

Existing Position

Replacing: Casie Wiebe

Additional Information:

Approval of Principal:

Cynthia Schmidt

07/15/2022

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

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



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San Juanita Flores <sflores@isd2397.org>

Fwd: 2 week notice

Darren Kern <dkern@isd2397.org>
To: San Juanita Flores <sflores@isd2397.org>
Cc: Jennifer Vrklan <jvrklan@isd2397.org>

Tue, Sep 13, 2022 at 3:56 PM

----- Forwarded message -----

From: **Brianna Sippo** <bsippo@isd2397.org>
Date: Tue, Sep 13, 2022 at 3:55 PM
Subject: 2 week notice
To: Darren Kern <dkern@isd2397.org>

I Brianna Sippo hereby give my 2 week notice from my position. My last full day will be September 23,2022

--
Darren Kern
Park & Hilltop Elementary Principal
Le Sueur Henderson School District
507-665-4700



Small Towns...GIANT Opportunities...District of Choice

September 7, 2022

Le Sueur Henderson Schools
115 ½ North 5th Street
Le Sueur, MN 56058

Dear Principal Schmidt and School Board Members,

This letter serves as notice of resignation of my teaching position as a Special Education teacher at Le Sueur Henderson Middle School. As you are aware I have previously notified you of my resignation. This first notification was provided on July 19th, 2022 and was brought before the school board on August 1, 2022 according to the agenda for that evening's meeting. After this meeting I received no update on the outcome but was told I would be expected to report to work, which I have done. However, the conditions surrounding my decision to resign have not changed and in some ways have become more urgent. I have provided supplemental details on these circumstances below. Therefore I feel it necessary to provide this second notification of resignation which will be effective September 23, 2022.

Several issues, many of which were laid out in my initial letter, have prompted this decision. First, I do not hold a license for the position I was hired by the district to teach. This was communicated to district officials during my interview process. Upon my hiring, I was informed by district officials that I would receive assistance in obtaining the needed credentials. I received no communication from the district after my hiring until July of 2022 when I reached out to tender my resignation. At that time I still did not hold a license. I tried twice to apply for licensure and was denied. I was recently provided with a license but it is outside the field which I am teaching. As such, I am not qualified to be in my current position. I am uncomfortable continuing to serve in the role and in a capacity that I should not be.

Second, the daycare provider my family had arranged for my 2 year-old son and 4 year-old daughter has closed. I was notified of this change by the provider in July and have been unable to find daycare that is affordable, aligned with our schedule, and that I or my children feel comfortable with. My children are in a temporary setting until September 23.

Third, my husband has changed jobs and now commutes to Minneapolis each day. This change comes with reduced flexibility in his schedule and now means that both he and I are away from the city our children are in during our working hours. As a result, he must leave work 2 hours early, or I need to leave early in order to pick up our children before our Daycare closes. Additionally, In the case of an emergency involving our children, neither he nor I would be able to respond quickly and our closest family member is 5 hours away. This job change occurred in June and would have certainly impacted my decision to accept the role if it would have taken place earlier.

Finally, my father has undergone an unexpected heart surgery and my grandparents are in sudden declining health. Both situations require me to be more available to my family than this position will allow.

I have been dutifully serving in the role I was hired for as I was told to. However, I am unable to be fully present in my classroom as this is not a job I wish to fulfill due to the issues outlined. I have been attending to my students and responsibilities but can no longer sacrifice my mental, emotional, financial, and family well-being. For the district, this is a teacher shortage, however to me, it is my whole life that has been impacted by this. Please understand that this decision is not made lightly but is necessary.

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 2397
(LE SUEUR-HENDERSON)
STATE OF MINNESOTA

SEPTEMBER 19, 2022

Pursuant to due call and notice thereof, a special meeting of the School Board of Independent School District No. 2397 (Le Sueur-Henderson), State of Minnesota, was duly held in the School District on September 19, 2022, at 6:30 o'clock p.m.

Member _____ moved the adoption of the following resolution:

**RESOLUTION PROPOSING TO ENTER INTO A GUARANTEED ENERGY-SAVINGS
CONTRACT AND PROVIDING AUTHORIZATION
TO SEEK PROPOSALS FROM MULTIPLE QUALIFIED PROVIDERS THROUGH
PUBLISHED NOTICE IN ACCORDANCE WITH MINN. STAT. § 123B.65**

BE IT RESOLVED by the School Board of Independent School District No. 2397 (Le Sueur-Henderson) (the "District"), as follows:

1. The District shall take necessary and appropriate action to consider entering into a guaranteed energy-savings contract pursuant to Minn. Stat. § 123B.65.
2. The District shall cause to be published in the official newspaper of the District a notice seeking proposals from multiple qualified providers, in the form attached hereto as Exhibit A. It is determined that circulating the notice in other publications is not necessary.

3. Publication of said notice prior to the date of adoption of this resolution is hereby ratified, confirmed, and approved in all respects.

(The remainder of this page is intentionally left blank).

The motion for the adoption of the foregoing resolution was duly seconded by _____ . On a roll call vote, the following voted in favor:
and the following voted against:

whereupon said resolution was declared duly passed and adopted.

ADMINISTRATIVE ASSISTANT 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 San Juanita Flores-Soria, hereinafter referred to as the Administrative Assistant, who agrees to perform the duties of the Administrative Assistant 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 Administrative Assistant 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 Administrative Assistant 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 Administrative Assistant's employment shall continue on a month-to-month basis until the School Board either enters into a subsequent Contract with the Administrative Assistant or until the School Board provides sixty (60) calendar days of written notice of the termination of the Administrative Assistant's employment.

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

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 Administrative Assistant completing the terms of the existing Contract.

ARTICLE III

DUTIES

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

Section 2. Vacation: The Administrative Assistant 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 Administrative Assistant shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Administrative Assistant is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

Section 3. Holidays: The Administrative Assistant shall be entitled to ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving, 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 Administrative Assistant 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 Administrative Assistant shall not be entitled to unused earned and accrued sick leave days.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Administrative Assistant injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full wages from the School District, the wages 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 Administrative Assistant shall be granted bereavement leave for a death within the Administrative Assistant'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 Administrative Assistant's sick leave. "Immediate family" is defined as the Administrative Assistant'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 Administrative Assistant who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any wages 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: An Administrative Assistant on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Administrative Assistant 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 Administrative Assistant 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 Administrative Assistant must pay the entire premium for any insurance retained.

ARTICLE V INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Administrative Assistant and the Administrative Assistant'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 Administrative Assistant 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 Administrative Assistant'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, wages, 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 Administrative Assistant under the School District's group term life insurance plan in the amount of \$20,000, payable to the Administrative Assistant'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 Administrative Assistant 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 Administrative Assistant 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 wages, 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 Administrative Assistant and the Administrative Assistant'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 Administrative Assistant 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 \$900 per year.

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

ARTICLE VII WAGE RATE

The Administrative Assistant shall be paid an annual salary of \$42,012 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 Administrative Assistant 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 Administrative Assistant's ability to perform the duties of the Administrative Assistant's position. However, the Administrative Assistant 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 Administrative Assistant arising out of or in connection with his/her employment and the Administrative Assistant is acting within the scope of employment or official duties, the School District shall defend and indemnify the Administrative Assistant 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 Administrative Assistant 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 Administrative Assistant shall present appropriate statements for approval as provided by law.

Section 4: Daily Rate of Pay: For purposes of this contract, the Administrative Assistant's daily rate of pay is determined by dividing the total Administrative Assistant'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 ____.

Administrative Assistant

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

School Board Chair

School Board Clerk

ADMINISTRATIVE ASSISTANT CONTRACT

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Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Administrative Assistant under the School District's group term life insurance plan in the amount of \$20,000, payable to the Administrative Assistant'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 Administrative Assistant 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 Administrative Assistant 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 wages, 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 Administrative Assistant and the Administrative Assistant'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 Administrative Assistant 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 \$900 per year.

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

ARTICLE VII WAGE RATE

The Administrative Assistant shall be paid an annual salary of \$43,021 for the 2022 - 2023 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 Administrative Assistant 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 Administrative Assistant's ability to perform the duties of the Administrative Assistant's position. However, the Administrative Assistant 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 Administrative Assistant arising out of or in connection with his/her employment and the Administrative Assistant is acting within the scope of employment or official duties, the School District shall defend and indemnify the Administrative Assistant 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 Administrative Assistant 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 Administrative Assistant shall present appropriate statements for approval as provided by law.

Section 4. Cell Phone Use: The District will contribute \$480 per year toward professional use of personal cell phone.

Section 5. Daily Rate of Pay: For purposes of this contract, the Administrative Assistant's daily rate of pay is determined by dividing the total Administrative Assistant'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__.

Administrative Assistant

School Board Chair

School Board Clerk