

# Special School Board Meeting

Monday, March 25, 2024 6:30 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. Approval of Personnel Consent Items

#### 4.1.1. Resignations

##### 4.1.1.1. Business Manager - Brittany Adamek

## 5. OLD BUSINESS

5.1. Recommendation to approve the 2024 Tennis Courts, Track, and Football Field reconstruction project.

5.2. Approve Cooperative Sponsorship with MNCS.

## 6. NEW BUSINESS

6.1. Approve LSHEA 2023-2025 Master Agreement

6.2. Approve SMS proposal for Payroll Services

6.3. Approve moving the Regular April Meeting from April 2nd to April 1st.

## 7. ADJOURN

Brittany Adamek  
618 Boulevard Ave NE  
Montgomery, MN 56069  
March 18, 2024

Jim Wagner  
Superintendent  
Le Sueur-Henderson School District  
115 N 5<sup>th</sup> St  
Le Sueur, MN 56058

Dear Jim Wagner,

I am writing to formally resign from my position as the Business Manager at Le Sueur-Henderson School District, effective March 29<sup>th</sup>, 2024.

I have greatly appreciated the opportunities for professional growth and development that I have experienced during my time here. I will ensure a smooth transition of my responsibilities and assist in any way possible to help with the handover process. I am confident that the team will continue to excel in their roles and contribute positively to the district's success.

I want to thank you for the opportunities provided and the knowledge gained during my time at Le Sueur-Henderson School District.

Thank you for your understanding and support.

Sincerely,

Brittany Adamek





Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

March 13, 2024

Mr. Jim Wagner  
Le Seuer - Henderson Public Schools  
District Office  
115-1/2 North 5th Street, Suite 200  
LeSueur, MN 56058

RE: 2024 Tennis Courts, Track, and Football Field Reconstruction  
Inspec No.: 215760

Dear Mr. Wagner:

On March 13, 2024 bids were received for the above referenced project.  
For Bid Item 1, Nielsen Blacktopping Inc. is the apparent low, responsive bidder.  
For Bid Item 2, Peterson Companies, Inc. is the apparent low, responsive bidder.

We have previous experience working with both Nielsen Blacktopping Inc. and  
Peterson Companies, Inc. and found their workmanship, scheduling, and overall  
performance to be satisfactory.

We therefore recommend that the 2024 Tennis Courts, Track, and Football Field  
Reconstruction project Bid Item 1 be awarded to Nielsen Blacktopping Inc. and Bid Item 2  
be awarded to Peterson Companies, Inc.

Please do not hesitate to call if you have any questions.

Sincerely,

INSPEC

A handwritten signature in blue ink, reading 'Clifford W. Buhman', is written over the printed name and title.

Clifford W. Buhman, P.E.  
Senior Consultant

CWB

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

[www.inspec.com](http://www.inspec.com)

Le Sueur-Henderson Public Schools, ISD 2397 March 1, 2024

Estimated Amount Available for Additional Projects

Initial Deposit to Construction Fund .....	\$41,302,955
Investment Earnings to Date .....	2,351,160
Arbitrage Rebate to Date .....	(245,246)
Net Available for Projects .....	43,899,361
KA Budget Amount for Projects .....	(40,802,000)
Net Available for Additional Projects .....	3,097,361
Purchase of Property .....	(1,149,500)
Remaining Funds Available.....	1,947,861
Future Proceeds from Sale of Building.....	600,000
Estimated Available for Additional Projects .....	\$2,547,861
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Cost of replacing the tennis courts.....	\$737,000
Cost of replacing track and field with turf.....	\$1,736,900
Cost of adding pad under turf which would extend life and reduce impact falls.....	\$140,000.
Cost of replacing track and with Grass.....	\$1,461,900
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Contingency for the elementary currently.....	\$765,000
<ul style="list-style-type: none"><li>• Anticipation of using \$200,000 of remaining contingency possible</li></ul>	
Savings from Furniture.....	\$500,000
<ul style="list-style-type: none"><li>• This number would be locked in once completion of purchase)</li></ul>	
Grant dollars from USTA.....	\$50,000
Brian Pfarr is pushing through the house a bill to get us back approx.....	\$900,000
<ul style="list-style-type: none"><li>• if this passes, it would be an addition that would come back Jan. 2025 for taxes paid in materials by the venders)</li><li>• We will have the answer to this once the session closes end of May</li></ul>	

Cost comparison to Turf vs. Grass

Turf Field – Yearly cost		Grass Field- Yearly cost	
Water (For cooling)	\$1000	Water (irrigation)	\$4,000-10,000
Sprayer for water	\$0	Sprinkler System equipment	\$500-8,000
Sweeper	\$1,500-7,000	Mower (maintenance)	\$500-\$5,000
Mechanical Broom	\$1000	Fertilizer	\$5,000-9,000
Line painter	\$0	Painter	\$700-3,000
Field Magnet	\$500-\$1,000	Aerator	\$0
Add rubber as needed	\$1,500	Reseeding Grass	\$5,000-\$6,000
Weed Spraying	\$0	Weed Spraying	\$1,500
Total	\$5,500-11,500	Total	\$17,200-42,500

Turf Install		Grass Install	
Sprinkler system	\$0	Sprinkler System	\$50,000-75,000
Drainage	\$100,000	Drainage	\$100,000
Dirt Work	Included in Scope	Dirt Work	Included in Scope
Turf	\$350,000	Sod	\$100,000-150,000
Total	\$450,000	Total	\$250,000-\$325,000

**Application for Cooperative Sponsorship**

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Football - Boys  
 beginning with the 2024 - 2025 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Le Sueur-Henderson	247	Le Sueur	2A	AA
High School #2:	Minnesota New Country School	82	Henderson	2A	
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

1. Do any of the above schools belong to a conference in this activity?  
 **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**

2. Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** An application for dissolution must be submitted for the existing agreement.  
 **No**

3. Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20-%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not run sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*  
Minnesota New Country School does not currently have a team and not enough resources to

	7th	8th	9th	10th	11th	12th
High School #1						
High School #2	1	5		1	1	1
High School #3						
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs):

Le Sueur-Henderson High School - Giants

6. Team Colors: Royal Blue and Gold Team Mascot: Giants

7. Host School (school that will receive revenue share check): Le-Sueur-Henderson High School

Board of Education (or designee)	School	Date
Signed _____	<u>Minnesota New Country School</u>	_____
Signed _____	<u>Le Sueur-Henderson High School</u>	_____
Signed _____	_____	_____
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**

- Approved**                       **Not Approved**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 MSHSL Executive Director

**Application for Cooperative Sponsorship**

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Speech - Boys and Girls beginning with the 2024 - 2025 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	Le Sueur-Henderson	247	Le Sueur	2A	AAA A
High School #2:	Minnesota New Country School	82	Henderson	2A	
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year. \*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
 **Yes** This application must include a review and comments from the conference(s) of which the schools are members.  
 **No**
- Do any of the above schools currently have a cooperative agreement in this activity?  
 **Yes** An application for dissolution must be submitted for the existing agreement.  
 **No**
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About%20MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))  
Minnesota New Country School getting rid of their speech team.

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1						
High School #2	2		3	3		3
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs):  
Le Sueur-Henderson High School - Giants
- Team Colors: Royal Blue and Gold Team Mascot: Giants
- Host School (school that will receive revenue share check): Le-Sueur Henderson High School

Board of Education (or designee)	School	Date
Signed _____	<u>Minnesota New Country School</u>	_____
Signed _____	<u>Le Sueur-Henderson High School</u>	_____
Signed _____	_____	_____
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**  
 Approved       Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 MSHSL Executive Director



March 19, 2023

Mr. Jim Wagner  
Superintendent  
Le Suer-Henderson Public Schools ISD 2397  
115 ½ North 5<sup>th</sup> Street, Ste 200  
Le Suer, MN 56058

Dear Mr. Wagner,

Thank you for this opportunity to propose arrangements for SMS Payroll Services for the service term beginning 01 April 2024.

Thank you for the opportunity to partner with your School District.

Respectfully,

Todd R. Netzke  
President

Enclosure



## **PAYROLL SERVICES RECOMMENDATION AND AGREEMENT**

For

**LE SUER-HENDERSON PUBLIC SCHOOLS  
ISD 2397  
115 ½ North 5<sup>th</sup> St. Ste 200  
Le Suer, MN 56058**

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K-12 business management and support services solutions, is pleased to confirm our engagement to provide payroll services.

This recommendation and agreement package includes the following sections and documents:

1. Executive Summary:
  - Goals and benefits of SMS services;
  - Scope of services
  - Arrangements
2. Scope of Services and Responsibilities Addendum
3. SMS Services Agreement and Signature Page

## 1. Executive Summary

### Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective solutions to public school districts' boards and superintendents for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategies and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

### Scope of Services

The Scope of Services to be provided under the attached SMS Services Agreement, are detailed in the attached Scope of Services and Responsibilities Addendum and are summarized below in the following three areas:

#### a) Payroll Services

SMS will serve the District in the role of payroll services and will provide the specific services to the extent defined in the attached Scope of Services and Responsibilities Addendum

1. The SMS representative will complete all payroll related services primarily remotely and on-site as needed.

### Arrangements

Le Suer-Henderson Public Schools Independent School District 2397 will receive SMS Professional Payroll services in accordance with the following arrangements.

SMS' fee arrangements for the services proposed herein shall be \$50,000 annually commencing on 01 April 2024 invoiced and paid as follows:

Semi-annually, in advance, by 01 April 2024:	\$25,000
Semi-annually, in advance, by 01 October 2024:	\$25,000

Fees shall increase at a rate of 3% in years 2 and 3.

Year 2 Annual Contract: \$51,500 Paid Semi-Annually by 4/1 and 10/1 in amount of \$25,750

Year 3, Annual Contract: \$53,044 Paid Semi-Annually by 4/1 and 10/1 in amount of \$26,522

### **Other Expense Reimbursement:**

Mileage at the IRS enacted rate of reimbursement per mile.

These arrangements provide for the services detailed in the attached Scope of Services Addendum, based on those responsibilities indicated as being SMS responsibilities and those responsibilities indicated as being District responsibilities.

It shall be the responsibility of SMS to compensate outside consultants retained or hired by SMS to fulfill obligations under this Agreement.

Annual Performance Reviews and Subsequent 12-month Agreement periods:

As we approach the end of the first twelve-month Agreement period, SMS will conduct an annual performance review for the purpose of assessing the District's views on SMS performance as well as our own perspective. We will propose recommendations for improvement for the second twelve-month agreement period including any mutually agreed modifications to the scope of services and responsibilities along with appropriate modifications to our fees and expenses.

## **2. Scope of Services and Responsibilities Addendum**

The following table presents the agreed assignment of payroll related responsibilities.

SMS provides the District full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS' fees and expenses arrangements at the convenience of the District in accordance with the contractual provisions of the attached Services Agreement.

### **Essential Functions**

Provides payroll processing, ensuring payment of federal and state income tax withholdings, tax return preparation and filing, preparation of federal, state, and unemployment compensation quarterly reports, year-end W-2 preparation and filing, ensures proper UFARS coding of staff; reconciles employee benefits and payroll withholdings; prepares invoices for shared services; oversees the coordination and reporting of employee benefits with current vendors, including HSA/VEBA/flex (WEX), Medicare (Blue Cross / Blue Shield of Minnesota), life insurance, tax-sheltered annuities, Medical & Dental insurance (Health Partners), Minnesota child support, new hire reporting, worker's compensation, PERA and TRA, long-term disability, union dues & membership; and coordinates flexible benefits plans. Enters employee Leave into the SMART system.

Maintains knowledge of employees' flexible benefits plans, health plans, and worker's compensation issues.

**3.**

THIS AGREEMENT, is made and entered into by and between Le Suer-Henderson Public Schools ISD 2397 (hereinafter referred to as the "School District"), and School Management Services (hereinafter referred to as the "Contractor").

### **Scope of Services**

The Contractor agrees to provide the School District with Professional Payroll Services according to the preceding Scope of Services Addendum.

### **Articles of Agreement & Recitals**

WHEREAS, the School District is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the School District desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the School District for the performance of any services or to obligate the School District. The Contractor is not an agent, servant, or employee of the School District and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the School District during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the School District at all times;
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I  
LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at his/her expense, with coverage satisfactory to School District, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor must provide School District with proof of liability insurance coverage prior to performing services under this Agreement.

ARTICLE II  
DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on 01 April 2024 and will remain in effect for a period of three years. This Agreement will remain in full force and effect during the term of this Agreement, but may be terminated as provided in sections 2 and 3.

Section 2 School District's Termination Rights: School district may terminate this Agreement upon sixty (60) days written notice in the event the School District determines in its sole discretion that it is not in the School District's best interests to continue using Contractor's services. Upon termination, the School District shall pay to the Contractor an amount equal to 20% of the remaining contract.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to School District (i) in the event School District does not pay Contractor compensation within fifteen (15) days after invoice is received by School District. In the event of non-payment by the School District, Contractor shall give School District an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate this Agreement upon sixty (60) days written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interests to continue providing services to the School District.

ARTICLE III  
RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than thirty (30) days prior to the expiration of this Agreement, the School District may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement.

ARTICLE IV  
INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the School District and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE V  
GENERAL

Section 1 Authorized School District Agent: The School District's authorized agent for the purpose of administration of this Agreement is the Superintendent. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Fees and Expenses: The "Arrangements" section of the accompanying services recommendation sets forth the fees, fee increases and expense reimbursements that shall be in effect for the term of this agreement. This "Arrangements" section also presents SMS' Annual Performance Review and refers to the basis under which fees and expenses may be modified for subsequent twelve-month periods.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the School District and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

**Signature Page**

**AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES TO  
LE SUER-HENDERSON PUBLIC SCHOOLS (ISD 2397)**

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

**For: Le Suer-Henderson Public Schools ISD 2397  
115 ½ N. 5<sup>th</sup> St. Ste 200  
Le Suer, MN 56058**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

**For: School Management Services, LLC  
19750 Muirfield Circle  
Shorewood MN 55331**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Federal I.D. #56-2545979  
S-CORP – no 1099 needed