

Work Session will begin 15 minutes after the adjournment of the Business Meeting.

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| 1. FY25 Budget Recommendations for Reduction (30 minutes)
<i>Virginia Verbrugge, Assistant Director of Finance</i>
<i>Marti Voight, Interim Superintendent</i> | 2 |
| 2. Proposed Financial Tool (10 minutes)
<i>Marti Voight, Interim Superintendent</i> | 4 |
| 3. Board Topics
<i>ReNae Bowman, School Board Chair</i> | |
| A. Safety and Security Recommendations Review | 7 |
| B. Superintendent Contract | 9 |
| 4. Other | |



To: Board of Education
From: Interim Superintendent
Date: Jan. 22, 2024
Re: Budget Recommendations

The district needs to reduce spending through June 30, 2024, and beyond into the next school year. Here are the following recommendations to reduce spending for both this school year (SY2023-24) and next year (SY2024-25).

SY2023-24

- Eliminate out-of-state travel for professional development if it is not required or paid fully by a grant through June 30, 2024
- Purchased services will be reviewed, reduced and monitored (examples include: contracted services, supplies, repairs, software, and computer hardware)
- Open positions will be evaluated based on need for the district prior to posting.
 - Positions district would consider posting are ones paid out of funds that do not impact the general fund.
- Consider a retirement incentive for teachers, directors, and principals with Other Post Employment Benefits (OPEB) funds this school year
- Preparing for the Capital Levy election in 2024
 - Communications and Marketing (Dehler Communications)
 - Levy and Referendum Assistance (PMA)
 - Stakeholder input (Morris Leatherman Company)
 - School Board meeting Feb. 22, 2024: district could bring in the contracted services to speak to the board regarding each of their roles and provide a recommendation for the Capital Levy requests
- Operating Referendum renewal with no increase and approval by the Board of Education.
- Review activity, parking, admission, and rental fees for SY 2024-25
- Consider incentive pay for hard to fill positions (EA's, Custodial, and Special Education)
- Continue marketing and recruitment efforts to increase student enrollment
- Work with the Ad Hoc Governance Policy Committee to review 714 AP - Fund Balance, and update and move to Policy 714 - Fund Balance

SY2024-25

- Transportation RFP by Oct. 1, 2024 or before
- Continue to evaluate open positions and determine if workload can be adjusted
- Comprehensive Facility Study completed and report out to the board prior to December of 2024
 - Review study and develop a facilities plan
- Retirement Incentive would impact salary scales for FY25
- Consider additional reductions for the 2025-26SY budget to continue to grow the fund balance to meet the board policy/AP

FY2024 GENERAL FUND BUDGET

REVENUE \$203,215,254

Where does the money come from?

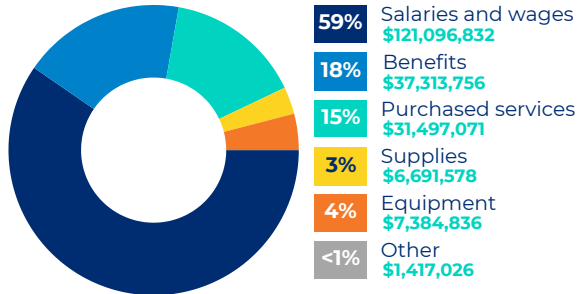


69% State aid \$140,325,523	5% Federal aid \$10,259,023
24% Property taxes \$48,843,569	2% Other revenue \$3,787,139

* District FY2023-24 revised budget per School Management Systems, Jan. 18, 2024

EXPENDITURES \$205,401,099

How is the money spent?



* District FY2023-24 revised budget per School Management Systems, Jan. 18, 2024

DIFFERENCE -\$2,185,845

If nothing is done and staffing and spending remains the same

UPDATED 2023-24 PICTURE

- The FY2024 revised budget is based on revenue and expenditures as of Nov. 30, 2023, coupled with a projection of spending for the rest of the year based on prior year spending patterns.
- Projected revenue is up nearly \$900,000, mostly due to state aid. Projected expenses are up \$3.8 million due mostly to increases in transportation, salaries and benefits. As a result, the **-\$310,984** deficit reported on Dec. 18 is expected to increase to nearly **-\$2.2 million**.
- The previous budget snapshot was based on the best information available at the time.

FY2025 PROJECTED BUDGET

REVENUE \$200,124,765

Difference: **-\$3,090,489** decrease

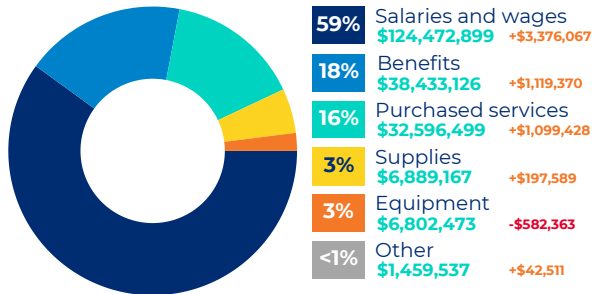


70% State aid \$140,654,672 +\$329,149	2% Federal aid \$4,890,000 -\$5,369,023
25% Property taxes \$50,755,083 +\$1,911,514	2% Other revenue \$3,825,010 +\$37,871

* District FY2024-25 projected budget per School Management Systems, Jan. 18, 2024

EXPENDITURES \$210,653,701

Difference: **+\$5,252,602** increase



* District FY2024-25 projected budget per School Management Systems, Jan. 18, 2024

DIFFERENCE -\$10,528,936

If nothing is done and staffing and spending remains the same

FORECASTING NEXT YEAR

- In FY2025, ESSER dollars expire.
- Revenues are expected to decrease by \$3 million due to the loss of federal ESSER funding, as well as decreased enrollment, in spite of an increase in property tax dollars.
- Expenditures are forecast to increase \$5.2 million due to inflationary increases as well as higher staff costs.
- Other considerations that could impact FY2025:
 - Contract settlements with eight remaining bargaining groups will increase salary and benefit costs.
 - Decrease in enrollment numbers.
 - Adjustments to FY2024 budget could change FY2025.
- Replenish fund balance to meet the board-approved policy.

PROPOSED REDUCTIONS

District administration
proposed FY2025
budget reduction:



**\$17
MILLION**

Proportional reductions:

59% Salaries and wages \$10,050,000
18% Benefits \$3,100,000
16% Purchased services ³ \$2,650,000
3% Supplies \$550,000
3% Equipment \$550,000
<1% Other \$100,000

Preliminary targets only

NEXT STEPS

- Review survey and community input to guide budget decisions.
- Meet with union leads, building and district leaders regarding budgets.
- District will work on fund one overall reductions.
- March 18, 2024, the district will share details of the reductions at the school board work session.



To: Board of Education
Date: 1/22/2023
Re: Budget to Actual Proposed Monthly Report

On a monthly basis the finance department will be providing a Budget to Actual Report.

This report is a helpful tool in tracking revenue and expenses to the current budget.

The report shows the current year budget, revenue, and expenses as well as the prior two years to determine how the current year is tracking compared to the previous two years. The general fund revenues are categorized by where the revenues are received. The general fund expenses are shown in two different ways, first by object series (the type of payment) and second by the program series (the departments).

The report layout shows the revised adopted budget for 2021-2022, then the revised adopted budget for 2022-2023 and:

- Green - the current year adopted budget
- Yellow - projected revised budget considering the percentages
- Blue - projected budget for the next school year

Next to the blue column:

- Year-to-date revenue and expenses as of the date in the upper right-hand corner. The 2023-2024 encumbered YTD are those purchases that have been ordered but not yet paid

The next column indicates:

- The remaining 2023-2024 budget (Projected Revised Budget less the Received YTD less the Encumbered amount).

The percentages are derived from YTD actuals compared to the Projected Revised Budget for the current year and the prior two years are comparing the YTD to the corresponding budgets listed.

Future reports will be updated with all funds Projected Revised Budgets and Projected Next Year Budgets when they become available.

ROBBINSDALE	ROBBINSDALE	REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES	November 30, 2023
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REVENUE									November 30, 2023	November 30, 2022	November 30, 2021		
REVENUE CATEGORIES	June 30, 2022	June 30, 2023	Adopted Budget	Projected Revised Budget	Projected Next Year Budget	Received YTD November 30, 2023	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	November 30, 2022	November 30, 2021
STATE	120,820,883	120,823,438	138,216,719	140,325,523	140,654,672	25,921,552	-	114,403,971	18.5%	20.4%	21.6%	24,703,844	26,131,686
FEDERAL	17,289,539	23,032,904	11,294,808	10,259,023	4,890,000	2,369,970	-	7,889,053	23.1%	-14.2%	2.0%	(3,273,137)	344,593
PROPERTY TAXES	44,953,557	44,342,363	48,843,569	48,843,569	50,755,083	12,306,780	-	36,536,789	25.2%	46.1%	47.5%	20,426,835	21,360,619
LOCAL (FEES, INTEREST, ETC.)	4,151,784	4,884,476	3,969,267	3,787,139	3,825,010	1,872,045	-	1,915,094	49.4%	37.5%	34.1%	1,832,299	1,417,497
TOTALS	187,215,763	193,083,182	202,324,363	203,215,254	200,124,766	42,470,347	-	160,744,907	20.9%	22.6%	26.3%	43,689,841	49,254,394

EXPENDITURES									November 30, 2023	November 30, 2022	November 30, 2021		
OBJECT SERIES	June 30, 2022	June 30, 2023	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD November 30, 2023	Encumb YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	November 30, 2022	November 30, 2021
SALARIES & WAGES	111,801,412	114,572,783	118,261,936	121,096,832	124,472,899	30,080,217	-	91,016,615	24.8%	26.2%	25.6%	30,041,557	28,618,377
EMPLOYEE BENEFITS	34,269,451	35,726,859	36,303,567	37,313,756	38,433,126	10,118,019	-	27,195,737	27.1%	27.6%	27.2%	9,853,713	9,333,278
PURCHASED SERVICES	26,520,451	29,880,172	24,126,460	31,497,071	32,596,499	8,347,722	-	23,149,349	26.5%	18.4%	20.4%	5,504,710	5,420,684
SUPPLIES	6,781,166	8,911,170	6,524,201	6,691,578	6,889,167	3,705,971	-	2,985,607	55.4%	34.4%	42.8%	3,068,771	2,900,673
EQUIPMENT	3,628,759	3,980,923	9,523,776	7,384,836	6,802,473	3,955,339	-	3,429,497	53.6%	25.8%	18.6%	1,025,734	673,379
DEBT SERVICE	-	-	-	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
OTHER EXPENDITURES	2,805,064	1,149,173	6,784,891	1,417,026	1,459,537	538,151	-	878,875	38.0%	70.7%	26.9%	812,746	754,444
TOTALS	185,806,303	194,221,080	201,524,831	205,401,099	210,653,701	56,745,419	-	148,655,680	27.6%	25.9%	25.7%	50,307,231	47,700,836

PROGRAM SERIES									November 30, 2023	November 30, 2022	November 30, 2021		
PROGRAM SERIES	June 30, 2022	June 30, 2023	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD November 30, 2023	Encumb YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	November 30, 2022	November 30, 2021
SITE ADMINISTRATION	5,614,828	5,649,988	6,189,709	5,899,275	6,076,256	1,895,773	-	4,003,502	32.1%	30.4%	33.6%	1,716,656	1,884,096
DISTRICT ADMINISTRATION	1,913,020	2,066,685	1,838,668	2,316,946	2,386,457	825,008	-	1,491,938	35.6%	34.1%	33.2%	704,436	635,895
SUPPORT SERVICES	9,473,455	8,480,643	18,212,802	10,136,047	10,535,611	5,263,605	-	4,872,442	51.9%	46.1%	38.1%	3,912,968	3,606,412
REGULAR INSTRUCTION	77,344,900	82,601,340	84,247,382	86,442,352	89,004,395	19,478,309	-	66,964,043	22.5%	23.2%	23.3%	19,191,811	17,991,824
EXTRA-CURRICULAR ACTIVITES	3,012,727	3,427,588	3,017,946	3,915,695	3,808,650	1,331,170	-	2,584,525	34.0%	28.8%	28.7%	986,224	864,591
VOCATIONAL INSTRUCTION	1,343,555	1,298,785	1,255,517	1,337,497	1,377,627	360,998	-	976,499	27.0%	29.1%	28.3%	378,485	379,710
SPECIAL EDUCATION	31,961,055	31,344,065	34,153,307	32,722,746	33,574,649	8,398,503	-	24,324,243	25.7%	25.8%	25.6%	8,101,826	8,176,879
COMMUNITY EDUCATION	-	-	-	4,000	4,120	2,402	-	1,598	60.1%	0.0%	0.0%	-	-
INSTRUCTIONAL SUPPORT	12,700,901	14,945,470	12,382,070	15,484,376	15,948,904	4,576,033	-	10,908,343	29.6%	28.6%	35.4%	4,268,921	4,496,326
PUPIL SUPPORT SERVICES	24,575,164	25,083,469	21,765,279	26,812,399	27,282,022	6,932,962	-	19,879,437	25.9%	13.4%	11.0%	3,365,718	2,711,612
FACILITIES	17,360,297	18,731,069	17,777,782	19,720,029	20,026,981	7,048,387	-	12,671,642	35.7%	35.6%	34.3%	6,672,753	5,949,755

OTHER FINANCING USES	506,401	591,978	684,369	609,737	628,029	632,268	-	(22,531)	103.7%	170.2%	198.2%	1,007,433	1,003,735
TOTALS	185,806,303	194,221,080	201,524,831	205,401,099	210,653,701	56,745,419	-	148,655,680	27.6%	25.9%	25.7%	50,307,231	47,700,836

ACTIVITY - OTHER FUNDS									November 30, 2023	November 30, 2022	November 30, 2021		
REVENUE	June 30, 2022	June 30, 2023	Adopted Budget	Revised Budget	Next Year Budget	Received YTD November 30, 2023	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	November 30, 2022	November 30, 2021
FOOD SERVICE	9,571,435	7,626,569	7,610,979	7,610,979	-	1,161,411	-	6,449,568	15.3%	16.7%	21.7%	1,275,866	2,077,916
COMMUNITY EDUCATION	10,479,610	11,079,960	10,355,984	10,719,126	-	3,517,706	-	7,201,420	32.8%	37.0%	38.5%	4,096,157	4,037,107
DEBT SERVICE	17,447,857	19,081,751	20,534,408	20,534,408	-	782,658	-	19,751,750	3.8%	53.5%	49.8%	10,215,342	8,697,701
									November 30, 2023	November 30, 2022	November 30, 2021		
EXPENDITURES	June 30, 2022	June 30, 2023	Adopted Budget	Revised Budget	Next Year Budget	Expended YTD November 30, 2023	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	November 30, 2022	November 30, 2021
FOOD SERVICE	7,628,908	7,304,421	8,820,415	8,820,415	-	2,198,456	-	6,621,959	24.9%	26.1%	27.0%	1,907,255	2,063,078
COMMUNITY EDUCATION	9,174,495	10,534,716	10,892,502	10,892,502	-	3,406,612	-	7,485,890	31.3%	32.6%	31.3%	3,432,763	2,869,945
DEBT SERVICE	18,385,409	19,277,965	20,345,660	20,345,660	-	3,370,202	-	16,975,458	16.6%	17.0%	17.5%	3,269,949	3,218,784



From: Safety & Security Ad Hoc Committee
Date: 1.22.2024
Re: Recommendation for School Board Incident Notification Threshold

Current Process for Board Incident Notification Threshold:

1. Notification comes from Superintendent or Superintendent designee
2. Following incidents may be communicated to the Board if it meets the needs of a level 4 behavior based on the student handbook, the MN Pupil Fair Dismissal Act and/or MN statute:
 - a. Arson
 - b. Assault
 - c. Possession/Use of a Dangerous Weapon other than a firearm
 - d. Possession/use of a firearm
 - e. Selling drugs or controlled substances
 - f. Sexual assault
 - g. Threats of violence
3. The Board will be informed if Narcan is required to be used on a student by district staff.
4. Allow the Superintendent and building administration to gather all pertinent facts. The Superintendent may send a general email with more detailed information once the investigation is completed.
5. Debrief Protocol Threshold for Buildings - Building and district administration will formally use the debrief protocol when emergency response is involved (copy provided).



Ad Hoc Committee's Recommendation for Board Incident Notification Threshold:

Based on past incidents, feedback from stakeholders via listening hours and board email, press coverage and previous Board work sessions, the Safety & Security Ad Hoc Committee recommends the following changes/additions to the notification process:

1. Language changed from “may be” to “will be” communicated to the Board;
2. Change to level 3 behavior notification;
3. Administration to provide definitions of “assault,” “dangerous weapon,” and “sexual assault;”
4. Addition of “any time police are involved in an incident” to list of when the Board is notified;
5. Change from the Superintendent “may send” to “will send” an email with additional details;
6. Follow-up debrief to be provided to the Board within 5 days from incident;
7. Provide Board a written overview of procedural discipline steps taken for administrators/staff deemed lying or falsifying safety information in schools. Board emphasizes need for stepped up consequence to administrators if the incident is not reported and a school board director is the one reporting information to the Superintendent;
8. Administration to provide an overview of any learning components utilized and under what circumstances ie. PBIS, BARR
 - a. Outline the levels of staff being tasked with implementing the learning components
9. Incorporate other feedback from work session on 1/22/2024 from Directors;
10. Ad Hoc Committee to meet with Police Chiefs to review their expectations of notifications and effective partnership with the District.

NEXT STEP: Ad Hoc Committee to: 1) discuss revisions to Administration's Debrief Protocol and 2) review internal & external communication procedures in order to develop A Manual for Schools & the Media During A Campus Crisis.

SUPERINTENDENT'S CONTRACT
Robbinsdale Area School District
July 1, 2021 to June 30, 2024

The School Board of Independent School District No. 281, Robbinsdale Area School District, New Hope, Minnesota (District) enters into this contract (Contract) with David Engstrom (Superintendent), a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent of schools of the District.

The District and the Superintendent agree as follows:

Article I
Applicable Statute

This agreement is entered into between the District and the Superintendent pursuant to Minn. Stat. §123B.143, Subd.1.

Article II
Licensure

The Superintendent shall provide throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as required by applicable state laws, rules and regulations and maintain his appropriate license throughout the term of this Contract.

Article III
Duration, Expiration, Termination and Mutual Consent

1. Duration. This Contract is for a term of three (3) years commencing July 1, 2021 (Effective Date) and expiring June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein. The Superintendent will notify the School Board in writing of his intent to not renew by February 15, 2024. The School Board will give notice six (6) months prior to contract expiration of intent not to extend another contract.

2. Expiration. This Contract shall expire on June 30, 2024. Upon the expiration of the term, neither party shall have any further claim against the other, and the District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. §123B.143, Subd. 1.

3. Termination during the Term. The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. §122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. §122A.40 shall not otherwise be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as described in M.S. §122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing 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 Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent 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 Superintendent shall have no further claim or recourse.

4. Mutual Consent. This Contract may be terminated at any time by the parties by written mutual consent. If the Superintendent requests termination of this Contract pursuant to this paragraph, the consent of the School Board shall not be unreasonably withheld.

Article IV Duties, Board/Superintendent Relationships and Evaluation

1. Duties. The Superintendent shall have responsibility for the administration of the District under the direction of the School Board. The Superintendent is the chief executive officer of the District. He shall direct and assign teachers and other employees of the District under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex officio member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

2. Board/Superintendent Relationships. No later than August 1, 2021 and at least annually thereafter, the School Board and Superintendent shall meet to discuss the process and procedures for how the School Board and Superintendent will communicate and work together. In addition, the School Board, individually and collectively, shall bring to the Superintendent's attention significant criticisms and suggestions regarding the operation of the District and the Superintendent's performance for his study, review, and if necessary, recommendations and resolution.

3. Superintendent's Evaluation. No later than August 1, 2022 and no later than August 1 of each subsequent year of the Contract, the School Board will review the Superintendent's performance in a closed session pursuant to the Minnesota Open Meeting Law, Minn. Stat. 13D.05. No later than September 1 of each year of this Contract, the Superintendent and the School Board shall meet to discuss and agree on annual goals and on an evaluation instrument to be used for the Superintendent's annual evaluation. No later than July 1, 2022 and no later than July 1 of each year of this Contract, the Superintendent shall provide the School Board a self-appraisal using the agreed-upon evaluation instrument and the School Board shall take the Superintendent's self-appraisal into consideration in conducting the Superintendent's annual evaluation. Using the agreed-upon evaluation instrument, the School Board will provide a written summary to the Superintendent. The evaluation will include commendations, suggestions for improvement and/or recommendations. The School Board and Superintendent shall meet in closed session pursuant to the Minnesota Open Meeting Law to discuss the School Board's evaluation and possible extension of this Contract and other modifications to this Contract. The Superintendent shall have the

opportunity to respond to the School Board's evaluation. The Superintendent's evaluation shall be not-public.

Article V Duty Year and Leaves

1. **Basic Work Year.** The Superintendent's duty year shall be for the entire twelve (12) month Contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the District is authorized to conduct school if the School Board Chair so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. **Personal Time Off.** The Superintendent shall earn fifty (50) days of annual paid personal time off (PTO) for Contract years 2021-2024. Unused PTO days may be carried over from one year to the next and accumulate without limit.

a. At the discretion of the Superintendent, the District shall direct the cash equivalent of up to twenty (20) unused PTO days on June 30 of each year of the term of the Contract to one of the School District's designated retirement plans as selected by the Superintendent and provided the Superintendent's contribution does not exceed any statutory annual limits on contributions. The value of the converted days shall be determined in accordance with Article IX, Section 7 of this Contract, based upon the Superintendent's salary at the time of conversion.

b. Upon termination of employment, ten (10) days of accumulated unused PTO days for each year of service up to a maximum of one hundred thirty (130) days shall be converted to a cash equivalent and contributed according to the table below. Contributions to the plans identified below shall be made only to the extent permitted by applicable law. Such plans shall be separate from and in addition to any other plans of the same type maintained by the District not wholly and solely funded with converted paid leave. The value of the converted days shall be determined in accordance with Article IX, Section 7 of this Contract, based upon the Superintendent's salary at the time of termination of employment.

Payment Date	403(b) plan	457 plan	Cash
Last date of employment	The maximum allowed by law as calculated by the 403(b) representative.	The maximum allowed by law as calculated by the 457 representative.	N/A

January 15 th of each year immediately following the year including last date of employment until all funds are paid	The maximum allowed by law as calculated by the 403(b) representative.	The maximum allowed by law as calculated by the 457 representative.	Any Remaining balance.
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3. Holidays. In addition to the PTO days, the Superintendent shall be entitled to twelve (12) paid holidays as observed each Contract year as listed below:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- December 25th
- Plus two (2) floating holidays to be observed when school is not in session

4. Emergency Leave. The Superintendent may be granted paid emergency leave during each year of the Contract at the discretion of the School Board.

5. Bereavement Leave. The Superintendent shall be granted bereavement leave of up to five (5) days for a death within the Superintendent's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the School Board Chair. More time may be granted if agreed to by the School Board Chair. For the purpose of this Contract, immediate or close family is defined as a spouse, child (including step-children), parent, grandparent, or any person residing in the Superintendent's home at the time of death.

6. Disability. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated paid personal time off, the District shall provide additional paid personal time off at a salary equal to seventy percent (70%) of the Superintendent's regular salary until the elimination period for long term disability insurance expires.

7. Medical Leave.

- a. The Superintendent and District agree to incorporate by reference and be bound by the provisions of M.S. §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

- b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all paid personal time off credit available or has become eligible for long term disability insurance and has not been suspended or placed on leave of absence pursuant to M.S. §122A.40, Subd. 12, the Superintendent shall, upon request, be granted an unpaid medical leave of absence up to one (1) calendar year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section of the Contract shall be accompanied by a written statement from a physician outlining the condition of health and estimated time in which the Superintendent is expected to be able to resume job duties. The Superintendent while on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for those insurance programs for which the Superintendent wishes to remain covered commencing with the beginning of the medical leave. If medical leave of at least one (1) full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. §122A.40, Subd. 12.

8. Worker's Compensation. Pursuant to Minnesota Statute Chapter 176, in the event the Superintendent is injured on the job in the service of the District, the Superintendent will be eligible to receive worker's compensation benefits. The District will continue to provide insurance and other benefits, as listed in Articles VI and VII of this Contract in accordance with the law.

9. Jury Service. In the event the Superintendent is required to serve on jury duty, the Superintendent shall be granted the day or days necessary as required by the court in order to discharge the jury duty responsibility without any salary deduction or loss of basic leave allowance. The compensation the Superintendent receives for performing jury duty service shall be remitted to the District.

10. Military Leave. Military leave shall be granted pursuant to applicable law.

Article VI Insurance

1. Health and Hospitalization. The District shall provide the Copay Health Insurance plan for the Superintendent and Superintendent's dependents at the expense of the District.

In the event this Contract will cause or does cause penalties, fees or fines to be assessed against the District due to providing health insurance pursuant to this section the parties agree to negotiate a revision to the Contract that eliminates or reduces penalties, fees, or fines to be assessed against the District. The amount of any reduction in the District's contribution toward the Superintendent's healthcare benefits pursuant to this section as a result of addressing the "highly compensated employee" component of the Affordable Care Act (ACA) will be placed into another District provided benefit(s) such as a retirement HRA, salary, or other District provided benefit as agreed to by the parties.

2. Dental Insurance. The District shall provide dental insurance coverage for the Superintendent and the Superintendent's dependents at the expense of the District.

3. Life Insurance. The District shall provide to the Superintendent a group term life insurance plan providing coverage equal to three (3) times the Superintendent's annual salary, as stated in Article VIII,

at the expense of the District. The death benefit of the group term life insurance plan will be payable to the Superintendent's named beneficiary.

4. Long Term Disability Insurance. The District shall provide, at District expense, long term disability coverage for the Superintendent in the District's group plan.

5. Liability Insurance. The District shall provide to the Superintendent, at District expense, liability insurance naming the Superintendent as an insured, along with the District, in an amount not less than that which is required by law for the District.

6. Claims Against the District. The eligibility of the Superintendent, or the Superintendent's beneficiary, for life insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this Article VI. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

7. Continuation of Insurance Coverage. If the Superintendent retires, after ten (10) or more years of service, Superintendent shall continue to receive the District contribution for and coverage under the District's group health, dental and life insurance, at the actual dollar amount of whatever contribution was in effect at the time of retirement, until the end of the month in which the Superintendent becomes eligible for Medicare/Medicaid benefits or until the date the Superintendent and Superintendent's dependents become eligible for health and hospitalization coverage from another source, whichever is earlier.

Article VII

Other Benefits and Professional Conferences and Meetings

1. Tax Sheltered Annuities. The Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) and Section 457 of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and District policy, and as otherwise provided by law. To the extent the Superintendent participates in the plan, the District will match the Superintendent's contribution in the plan up to a maximum of three percent (3%) of current annual salary.

2. Automobile. The District shall provide the Superintendent with a monthly allowance of six hundred and no/100 dollars (\$600.00) for business use of his private vehicle pursuant to M.S. §471.665, Subd.3.

3. Smartphone and Other Technology. The District shall provide the Superintendent the monthly stipend of one hundred and no/100 dollars (\$100.00) for his personal smartphone and data plan. The smartphone allowance provided to Superintendent will be characterized for tax purposes as ordinary income. In addition, the District shall provide the Superintendent the technology necessary to carry out the duties of the Superintendent, which may include a tablet and laptop.

4. Professional Conferences and Meetings. The District expects the Superintendent to continue his professional growth. As a result, the District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings, including the American Association of School Administrators and Minnesota Association of School Administrators, and other professional education associations and agencies approved by the Board Chair and such approval shall not be unreasonably withheld. The Superintendent shall periodically report to the School Board relative

to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

5. In addition to the benefits provided in this Contract, the District will provide the Superintendent with other benefits provided to District-level administrators.

Article VIII Salary

The Superintendent shall be paid an annual salary of two hundred twenty-three thousand dollars (\$223,000.00) for the period from July 1, 2021 until June 30, 2022; two hundred twenty-seven thousand four hundred sixty dollars (\$227,460.00) for the period from July 1, 2022 until June 30, 2023, and two hundred thirty-two thousand nine dollars (\$232,009.00) for the period July 1, 2023 through June 30, 2024. The annual salary may be increased, but shall not be reduced, during the term of this Contract. The annual salary shall be paid each year of the term in 26 equal installments subject to required withholding and deductions.

Article IX Miscellaneous Provisions

1. **Outside Professional Activities.** While the Superintendent must devote full time and due diligence to the affairs and the activities of the District, the Superintendent, with or without honorarium, may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the Superintendent's job duties. The Superintendent shall 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 School Board Chair and such approval shall not be unreasonably withheld.

2. **Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the District shall defend and indemnify the Superintendent 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 District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

3. **Dues for Professional and Civic Organizations.** The Superintendent is encouraged to belong to applicable professional educational and civic organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as School Board Chair and such approval shall not be unreasonably withheld. The Superintendent shall present appropriate statements for approval as provided by law.

4. **Professional Development, Continuing Education and Technology Investment.** The Superintendent will be provided \$1,500.00 each year for the purpose of developing leadership skills, mentorship and for other professional activities and technology.

5. **Moving, Relocation, Temporary Housing and Transition Expenses.** The District shall pay the Superintendent up to twenty thousand dollars (\$20,000) to assist the Superintendent and his family in

relocating to the Twin Cities metro area. Superintendent will be reimbursed by the District upon submission of receipts to the District finance office of costs incurred related to moving, relocation, temporary housing and transition expenses.

6. Insurance Upon Termination of Employment. If the Superintendent's employment with the District terminates because the term of the Contract expires and no subsequent contract is entered into, the District shall make the following payments:

- a. Payment of the premiums at the actual dollar amount of whatever contribution was in effect at the time of termination for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the District's group health and dental insurance plans for twelve (12) months from the termination date or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier.
- b. If the Superintendent's employment with the District terminates before June 30, 2024 by reason of the Superintendent's disability or death, the District shall make the following payments: Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the District's group health and dental plans for eighteen (18) months from the termination date or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, or from Medicare/Medicaid benefits, whichever is earlier. If the Superintendent dies, Superintendent's spouse and dependents shall be eligible to participate beyond the 18-month period defined above, at the spouse's expense, in the School District's group health and dental insurance plans until the end of the month in which the Superintendent's spouse becomes eligible for Medicare/Medicaid benefits or until the Superintendent's spouse becomes eligible for health insurance from another source.

7. Calculation. For purposes of calculating any per diem payment including, but not limited to, compensation for personal time off payments, the per diem shall be calculated by dividing the Superintendent's base salary by 260.

8. Severability. If any provision of this Contract is held to be invalid by operation of law the remainder of the Contract shall not be affected thereby and shall remain in full force and effect. This Contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

9. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

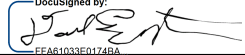
10. Entire Agreement. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by all parties hereto.

11. Construction. The parties and their respective counsel have had the opportunity to review and revise this Agreement and acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

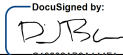
Signature page follows remainder left blank.

IN WITNESS WHEREOF, I have subscribed
my signature this _____ 26th
day of ^{May} _____, 2021.


IN WITNESS WHEREOF, we have
subscribed our signature this _____ 26th
day of ^{May} _____, 2021.

DocuSigned by:

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Superintendent

DocuSigned by:

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Board Chair

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Board Clerk