

SCHOOL BOARD MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

November 15, 2021

The School Board of Independent School District No. 77 met in regular session on Monday, November 15, in the Mankato Room at the Intergovernmental Center. Chair Sapp called the meeting to order at 5:32 p.m. Members present at roll call: Christopher Kind, Liz Ratcliff, Kenneth A. Reid, Erin Roberts, Jodi Sapp, and Kristi Schuck. Absent: Darren Wacker (arriving at 5:34 p.m.).

Ms. Schuck made a motion, and Mr. Kind seconded, approval of the agenda together with a Personnel Addendum. The motion carried on a 6-0 voice call vote.

Open Forum: Ronald Schmidt, John Wicklund, Julie Strusz, Cody Middelkamp, Elizabeth Hanke, Brook Devenport, Jason Mack, and Brianna Weller wished to speak on Policies.

Information Reports: First Reading of Revised Policies; Board Member Workshop/Committee Reports.

The consent agenda items outlined below were approved on a motion by Mr. Wacker, seconded by Mrs. Ratcliff, and carried on a 7-0 roll call vote.

Approval of Minutes of the November 1, 2021, regular Board meeting.

Approval of November Bills totaling \$4,095,570.19.

Personnel:

APPOINTMENTS (INSTRUCTIONAL)

Sarah Bjorklund - Long-term Substitute Teacher for Heather Brand at Hoover Elementary School beginning November 1, 2021, and ending February 11, 2022. She will be placed at step 1 of the B lane on the Teachers Association salary schedule.

APPOINTMENTS (NON-INSTRUCTIONAL)

Amber Casto - Early Learning Special Education Paraprofessional at God's Little Angels for 3.5 hours per day/2 days per week (T/TH) beginning November 11, 2021. She will be placed at classification B21, step 1, in accordance with the agreement between the District and Minnesota School Employee Association, with an hourly rate of \$13.73.

Eldon Cervantes - ACES Child Care Assistant at Roosevelt Elementary School for 2 hours per day/5 days per week beginning November 7, 2021, and ending June 3, 2022. He will be compensated at the rate of \$10.00 per hour.

Sarrah Eggert - ACES Child Care Assistant at Monroe Elementary School for 3 hours per day/4 days per week beginning December 10, 2021, and ending June 3, 2022. She will be compensated at the rate of \$11.00 per hour.

Sadie Kelly - Special Education Level 3 Paraprofessional at Roosevelt Elementary School for 6.25 hours per day/5 days per week beginning November 17, 2021. She will be placed at classification B21.5, step 1, in accordance with the agreement between the District and Minnesota School Employee Association, with an hourly rate of \$14.14.

Paige Kennedy - Special Education Student Success Coach at Prairie Winds Middle School for 6.75 hours per day/5 days per week beginning November 15, 2021. She will be placed at classification B22, step 1, in accordance with the agreement between the District and Minnesota School Employee Association, with an hourly rate of \$16.44.

Benjamin Swan - Full-time, 8-Hour Evening Custodian at Kennedy Elementary School beginning November 15, 2021. He will be placed at classification A13, step 2 of the Maintenance and Custodial Workers Association salary schedule, with an hourly rate of \$16.15.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)

Darci Bollmann - Voluntary decrease in assignment from 1.00 FTEs to 0.50 FTEs beginning August 30, 2021, for the 2021-22 school year.

Colin Varley - Adjust end date to November 30, 2021, for long-term Substitute Teacher assignment at Dakota Meadows Middle School.

ADVANCEMENT OF PROBATIONARY TEACHER TO TENURE STATUS

The administration recommends that the School Board take formal action to advance the following teachers to tenure status beginning with the 2021-22 school year:
Cathleen Schluter

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Mohamed Ahmed - Increase in assignment as Special Education Paraprofessional at Franklin Elementary School from 22.5 hours per week (4.5 hours M-F) to 26.5 hours per week (5.5 hours M-TH, 4.5 hours F) beginning September 10, 2021. He will not continue his Non-Classroom (Playground) Paraprofessional assignment at Franklin Elementary School.

Rebecca Bernin - Increase in assignment as Special Education Paraprofessional at Roosevelt Elementary School from 4 hours per day/5 days per week to 6.25 hours per day/5 days per week beginning September 10, 2021.

Hailey Eastburn - Change in assignment from ACES Child Care Assistant to ACES Interim Site Supervisor at Bridges Community School for 5-6 hours per day/5 days per week beginning November 10, and ending December 10, 2021. She will be compensated at the rate of \$14.00 per hour.

Jessieann Johnson - Increase in assignment as Special Education Health and Wellness Paraprofessional at Futures/SUN from 6.75 hours per day/5 days per week to 7 hours per day/5 days per week beginning September 20, 2021.

Taylor Nixt - Change in assignment from ACES Site Supervisor at Bridges Community School to ACES Child Care Assistant Substitute for varied hours beginning November 22, 2021, and ending June 3, 2022. She will be compensated at the rate of \$11.50 per hour.

Kenneth Watson - Change in assignment from ACES Child Care Assistant at Eagle Lake Elementary School for 2 hours per day/ 5 days per week to ACES Child Care Assistant Substitute for varied hours beginning November 15, 2021.

Khatera Yaqubi - Decrease in assignment as Regular Education Paraprofessional at the Family Learning Center from 19.5 hours per week to 7 hours per week beginning October 1, 2021. In addition, she will have 12 annual hours in the Lending Library at the Family Learning Center.

REQUESTS FOR LEAVE (NON-AFFILIATED)

Samantha Guinn - Extend Board approved leave returning to work November 22, 2021.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Jade Achman - School Counselor at Prairie Winds Middle School, has requested unpaid leave beginning May 2, 2022, and continuing through the end of the 2021-22 school year. She is eligible to use any applicable fringe benefits.

Kristine Kneeland - Special Education Teacher at West High School, has requested unpaid leave beginning February 24 and returning June 3, 2022. She is eligible to use any applicable fringe benefits.

Michelle Krahling - Adjust return date to January 10, 2022, for Board approved leave.

Jessica Kuch - Social Studies Teacher at West High School, has requested leave under the provisions of the Family Medical Leave Act beginning April 11, 2022, and continuing to the end of the 2021-22 school year.

Kayla Steinberg - Special Education Teacher at Franklin Elementary School, has requested leave under the provisions of the Family Medical Leave Act beginning March 1 and returning to work on May 11, 2022.

REQUESTS FOR LEAVE (NON-INSTRUCTIONAL)

Mavis Gieser - Extend Board-approved leave, returning to work on November 29, 2021.

Christine Parker - Special Education Paraprofessional at Monroe Elementary School, has requested leave under the provisions of the Family Medical Leave Act beginning November 1 and returning to work on December 1, 2021.

Jaclyn Rademaker - Extend Board approved leave. Returning to work on November 29, 2021.

Thomas Stolp - Adjust return date to November 4, 2021, for Board approved leave.

RESIGNATIONS (NON-INSTRUCTIONAL)

Lauren Derleth - Special Education Paraprofessional at Rosa Parks Elementary School, has submitted her resignation. Her last date of employment will be December 22, 2021.

Kate Huppler - Special Education DCD Paraprofessional at Franklin Elementary School, has submitted her resignation in order to accept the Special Education Teacher assignment at Franklin Elementary School. Her last date of employment for this assignment will be October 11, 2021.

Isabel Mattick - Special Education Level 3 Interventions Paraprofessional at Prairie Winds Middle School, has submitted her resignation. Her last date of employment will be November 19, 2021.

Keisha Moniz-Donald - Early Learning Special Education Paraprofessional at the Early Childhood Center, has submitted her resignation. Her last date of employment will be November 18, 2021.

TERMINATIONS (NON-INSTRUCTIONAL)

Cassandra Anderson - Non-Classroom (Playground/Lunchroom) Paraprofessional at Washington Elementary School effective November 30, 2020.

Personnel - Addendum

APPOINTMENTS (NON-INSTRUCTIONAL)

Tiffany Cazares - Non-Classroom (Lunchroom) Paraprofessional at Dakota Meadows Middle School for 2.5 hours per day/5 days per week beginning November 10, 2021. She will be placed at classification B21, step 1, in accordance with the agreement between the District and Minnesota School Employee Association, with an hourly rate of \$13.73.

Elise Vanavery Rykhous - ACES Child Care Assistant at Bridges Community School for 2 hours per day/5 days per week beginning December 6, 2021, and ending June 3, 2022. She will be compensated at the rate of \$10.25 per hour.

Alecia Hynes - Health & Wellness Paraprofessional at West High School for 6.75 hours per day/5 days per week beginning November 17, 2021. She will be placed at B22.5, step 1, in accordance with the agreement between the District and Minnesota School Employee Association, with an hourly rate of \$16.95.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Megan Hoffman - Extend Board approved leave, returning to work on January 24, 2022.

REQUESTS FOR LEAVE (NON-INSTRUCTIONAL)

Colleen Meagher - Second Cook at Jefferson Elementary School, has requested leave under the provisions of the Family Medical Leave Act beginning October 26 and returning to work on November 29, 2021.

RESIGNATIONS (NON-INSTRUCTIONAL)

Anne Wilking - Non-Classroom (Playground/Lunchroom) Paraprofessional at Rosa Parks Elementary School, has submitted her resignation. Her last date of employment will be November 22, 2021.

The following gifts have been received by the School District:

Mayo Foundation for Medical Education & Research donated \$5,000 to Mankato Area Public Schools 2021-22 ALPS Scholarship

Crossview Covenant Church donated \$2,000 to Adult Basic Education Program

Prairie Lakes Regional Arts Council Inc donated \$234 to Community Education Small Arts Grant

Anthony & Joan Czmowski donated \$100 to East High Robotics Program

Original Blend 1 LLC donated \$500 to East High Boys Soccer Program

Local Roofing LLC DBA Fairmont, Folie, Becker & Hayward Roofing donated \$100 to West High Wrestling Program

The following were donated to the East Girls Hockey:

- \$150 from DWC Holdings DBA The Goalie Club
- \$150 from Sharon & Richard Lane
- \$200 from Gary & Linda Wang
- \$100 from Kim Gohr
- \$100 from Elizabeth A. Bird
- \$100 from Terence & Lynn Kuechle
- \$100 from Robert & Judith Rader
- \$150 from Scheels
- \$150 from Affordable Towing of Mankato Inc
- \$150 from Minnstar Bank N.A.
- \$150 from Waters Inc DBA Jonny B's
- \$150 Steindl Business Development Inc LAG Advertising
- \$150 from Mankato Motor Company
- \$150 from Unique Specialty & Classic Cars

- \$150 from River Ridge Chiropractic
- \$75 from Mary Conley & B Richard Coyle
- \$75 from Stifel Nicolaus
- \$100 from Griffin Support Services Inc
- \$100 from Kato Glass
- \$100 from Aurora Chiropractic LLC

Ms. Schuck made a motion to accept the gifts. The motion was seconded by Ms. Roberts and carried on a 7-0 voice vote.

To comply with Minnesota Statute 204B.16, the School Board must annually approve a resolution establishing combined polling places. Mr. Wacker made a motion, seconded by Ms. Schuck, to approve the following resolution to establish combined polling places for 2022. The motion carried on a 7-0 roll call vote.

RESOLUTION ESTABLISHING COMBINED POLLING PLACES
FOR CERTAIN MULTIPLE PRECINCTS AND
DESIGNATING HOURS DURING WHICH THE POLLING
PLACES WILL REMAIN OPEN FOR VOTING
FOR SCHOOL DISTRICT ELECTIONS NOT HELD
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 77, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

COMBINED POLLING PLACE A: Hillside Church
502 S. Victory Drive
Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Mankato, Ward 1, Precincts 11, 12 and 14; and Mankato Township (P1 and P2); Blue Earth County, Minnesota.

COMBINED POLLING PLACE B: Hosanna Church
105 Hosanna Drive

Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Mankato, Ward 2, Precincts 15, 16 and 17; Lime Township in Blue Earth County; and Kasota Township in Le Sueur County, Minnesota.

COMBINED POLLING PLACE C: Bethel Baptist Church
1250 Monks Avenue
Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Mankato, Ward 3, Precincts 7, 8 and 9; and Decoria and Rapidan Townships; Blue Earth County, Minnesota.

COMBINED POLLING PLACE D: Bethel Baptist Church
1250 Monks Avenue
Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Mankato, Ward 4, Precincts 10, 10A and 13; Blue Earth County, Minnesota.

COMBINED POLLING PLACE E: St. Joseph the Worker
423 W. Seventh Street
Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Mankato, Ward 5, Precincts 1, 2, 3, 4, 5 and 6; City of Skyline; Judson and South Bend Townships; and Blue Earth County North Mankato Mail Ballot; Blue Earth County, Minnesota.

COMBINED POLLING PLACE F: Eagle Lake City Hall
705 Parkway Avenue
Eagle Lake, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Eagle Lake and LeRay Township; Blue Earth County, Minnesota.

COMBINED POLLING PLACE G: Madison Lake Community Center
525 Main Street
Madison Lake, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of Madison Lake and Jamestown Township; Blue Earth County, Minnesota.

COMBINED POLLING PLACE H: St. Paul's Lutheran
304 Monroe Avenue
North Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of North Mankato Precincts 1 and 2; Nicollet County, Minnesota.

COMBINED POLLING PLACE I: River Ridge Evangelical Free Church

354 Carol Court
North Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of North Mankato Precincts 3 and 4; Nicollet County, Minnesota.

COMBINED POLLING PLACE J: Fire Station #2
1825 Howard Drive
North Mankato, Minnesota

This combined polling place serves all territory in Independent School District No. 77 located in the City of North Mankato Precinct 5, 6 and 7; and Belgrade, Nicollet and Oshawa Townships; Nicollet County, Minnesota.

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within 30 days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a. the clerk is hereby authorized and directed to give written notice of new polling place locations to all registered voters in the school district whose school district polling place locations have been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate County Auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

A tentative agreement for a 2021-23 Master Agreement was reached between District 77 and the Mankato Association of Principals on October 28, 2021. Mr. Wacker made a motion to approve the agreement and it was seconded by Mr. Reid. The motion carried on a 7-0 roll call vote.

Paul Peterson is in the third year of a three-year contract which expires June 30, 2022. Ms. Schuck made a motion to renew his contract as Superintendent of Schools for a three-year period extending from July 1, 2022 through June 30, 2025 (see pages _____). Mrs. Ratcliff seconded the motion and it carried on a 7-0 roll call vote.

Since last spring, the district has been looking at the possibility of purchasing the Mankato Rehabilitation Center, Inc. (MRCI) building. The primary objective of the space usage would be to address the growing need and demand for Early Learning Services. This space would allow the district to expand its ability to partner with community agencies to increase access to high quality birth to age 5 programming. This space would also address growing space needs for the district's nutrition services, special education, and maintenance departments. Mr. Reid made a motion to approve the authorization for the Superintendent/Director of Business Services and a Board

Officer to execute a Purchase Agreement for Real Estate Acquisition contingent upon the District's review and approval of said agreement by legal counsel, all terms and conditions contained within the sale of the property, and the Minnesota Department of Education approval of the Review and Comment Report for the project's acquisition and renovation. The property closing and transfer of ownership is anticipated to occur within the next 90 days. Ms. Roberts seconded the motion and it carried on a 7-0 roll call vote.

The school board approved the authorization for the Superintendent/Director of Business Services and a Board Officer to execute a Purchase Agreement for Real Estate Acquisition, contingent upon defined parameters. In addition to this authorization, the District is also required to submit a Review and Comment Report for approval to the Minnesota Department of Education. The proposal will contain the project's purpose and rationale, along with benefits, budgets and the plan for financing the project. Mr. Wacker made a motion to authorize district administrative leadership to work with project consultants (In this case, Kraus Anderson) to develop an appropriate proposal and submit to MDE for its review and comment. Mr. Reid seconded the motion and it carried on a 7-0 roll call vote.

There being no further business to consider, Mr. Reid moved and Mr. Kind seconded, that the meeting be adjourned. The meeting was declared adjourned at 7:06 p.m., on a 7-0 voice vote.

Attest: Clerk _____

Chairperson _____

SCHOOL BOARD PROCEEDINGS
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

November 15, 2021

The School Board of Independent School District No. 77 met in regular session on Monday, November 15, in the Mankato Room at the Intergovernmental Center. Chair Sapp called the meeting to order at 5:32 p.m. Members present at roll call: Christopher Kind, Liz Ratcliff, Kenneth A. Reid, Erin Roberts, Jodi Sapp, and Kristi Schuck. Absent: Darren Wacker (arriving at 5:34 p.m.).

1. Schuck/Kind approval of agenda with personnel addendum. 6-0
2. Open Forum - Ronald Schmidt, John Wicklund, Julie Strusz, Cody Middelkamp, Elizabeth Hanke, Brook Devenport, Jason Mack, and Brianna Weller wished to speak on Policies.
3. Information: First Reading of Revised Policies, Board Member Reports.
4. Wacker/Ratcliff approval of Consent Agenda Items: Approval of Minutes of the November 1, 2021, regular meeting; Approval of November Bills; Personnel. 7-0
5. Schuck/Roberts acceptance of gifts and grants. 7-0
6. Wacker/Schuck approval of resolution establishing combined polling places for 2022. 7-0
7. Wacker/Reid approval of 2021-23 agreement with Mankato Principals Association. 7-0
8. Schuck/Ratcliff approval of Superintendent Contract 2022-2025. 7-0
9. Reid/Roberts approval of authorization to engage purchase agreement for real estate acquisition. 7-0
10. Wacker/Reid approval of review and comment report for MRCI purchase and renovation. 7-0
11. Reid/Kind adjournment at 7:06 p.m. 7-0

Independent School District No. 77
Mankato, Minnesota
By: Erin Roberts

The complete minutes and all documents relating to this meeting are on file and available for review in the Superintendent's Office, 10 Civic Center Plaza, Suite 2 and on-line at www.isd77.org.

SUPERINTENDENT'S CONTRACT MANKATO AREA PUBLIC SCHOOLS

The School Board of Independent School District No. 77, Mankato, Minnesota, enters into this contract with **PAUL PETERSON**, legally qualified and licensed superintendent, who agrees to perform the duties of Superintendent of Schools of the School District.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This contract is entered into between the School District and the Superintendent in conformance with Minnesota Statute 123B.143, Subdivision 1.

II. Licensure:

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.

III. Duration, Expiration, Termination and Mutual Consent:

1. Duration. This contract is for a term of three years commencing July 1, 2022, and ending June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and Superintendent, or unless terminated as provided herein.
2. Subsequent Contract.
 - a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if not later than July 1 immediately prior to the expiration of this contract, the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after July 1, the September 1 and October 31 deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond July 1.
 - b. Preliminary Notice - School Board: In the event that the School Board is contemplating not offering the

Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than September 1 immediately preceding the date of expiration of this contract.

- c. Request for Meeting: Within ten (10) calendar days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
 - d. Meeting Between the Parties: Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.
 - e. Final Action - School Board: The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. Subject to the provisions of Sub-paragraph a. and b. above, the School Board shall take final action on a subsequent contract no later than October 31 and shall notify the Superintendent of such action in writing.
 - f. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such an event, the School Board Chair shall confer with and notify School Board members, in writing, of such an extension.
3. Expiration. This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123.B.143, Subd. 1.
4. 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 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 a 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.

5. Mutual Consent. This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall perform those duties as set forth in M.S. 123B.143, Subd. 1. The Superintendent shall have charge of the administration of the school under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School 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.

V. Duty Year and Leaves:

1. Basic Work Year. The Superintendent's duty year shall be for the entire 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board 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. Vacation. The Superintendent shall earn 24 working days of annual paid vacation each contract year. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. Unused vacation may be accumulated to a maximum of forty-eight (48) days. On an annual basis, the superintendent may submit up to two (2) unused vacation days for payment at the superintendent's daily rate.
3. Personal Leave: The Superintendent shall earn 2 personal days each year. Unused personal leave may be carried over from year to year, but the maximum total accumulation shall not exceed five (5) days.
4. Holidays. The Superintendent shall not be required to work on Independence Day, Labor Day, Thanksgiving Days (Thursday and Friday), Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.
5. Sick Leave. The Superintendent shall earn paid sick leave at the rate of one day per month, which may be accumulated to a maximum of one hundred eighty (180) days. A newly hired Superintendent will be given sixty (60) days initially. Additional sick leave beyond the sixty days will not begin to accrue until the sixth year of employment.
6. Emergency Leave. The Superintendent may be granted paid emergency leave for the serious illness of a member of the

immediate family during the contract year at the discretion of the School Board.

7. Bereavement Leave. The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount, normally not to exceed three (3) days, and shall be determined after conferring with the School Board Chair. Days utilized will not be deducted from sick leave.
8. Medical Leave.
 - a. The Superintendent and School 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 sick leave credit available or has become eligible for long term disability compensation, the Superintendent shall upon request, be granted a medical leave of absence, without pay, up to one 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 the section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when 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 such programs as the Superintendent wishes to retain commencing with the beginning of the leave unless the School Board in its discretion elects to pay all or a part of said premiums. 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.

VI. Insurance:

1. Health and Hospitalization Insurance. The School District shall pay the full premium for single coverage for health and hospitalization

insurance under the District's group plan. If the Superintendent elects family coverage, the School District shall contribute an amount equal to the full premium for family coverage for health and hospitalization insurance for the District's \$750 CMM plan.

"Note 4: 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 Superintendent's healthcare benefits as a result of addressing the 'highly compensated employee' component of the ACA will be placed into another School District-provided benefit (s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties."

2. Dental Insurance. The School District shall pay the full premium for single or family coverage under the District's group dental insurance plan.
3. Life Insurance. The School District, at its expense, shall provide the Superintendent with a term life insurance plan with a death benefit equal to two (2) times the Superintendent's annual salary as set forth in paragraph VIII below, rounded to the nearest thousand. The Superintendent shall designate the beneficiary or beneficiaries of the policy.
4. Long Term Disability. The School District shall provide, at the expense of the School District, long term disability coverage for the Superintendent in the School District's group plan as afforded to other administrative employees of the School District.
5. Liability Insurance. The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than which is required by law for the School District.
6. Claims Against the School District. The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VII. Other Benefits:

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) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
2. Tax-Deferred Savings Plan. The Superintendent will be eligible to participate in the Minnesota State Deferred Compensation Plan under Section 457 of the Internal Revenue Code and may make contributions to such a plan through payroll deduction.

The School District shall match the Superintendent Contributions to either the 403(b) plan or the Section 457 Plan on a dollar-for-dollar basis up to a maximum of Twelve Thousand Dollars (\$12,000) for the 2022-23 school year, Thirteen Thousand Dollars (\$13,000) for the 2023-24 school year, and Fourteen Thousand Dollars (\$14,000) for the 2024-25 school year.

3. Mileage. The School District shall reimburse the Superintendent for mileage, for school-related business, based on the standard IRS rate.
4. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.
5. Professional or Educational Expenses. The School shall provide reimbursement to the Superintendent up to \$4,500 annually for the purpose of purchasing personal professional materials or tuition.

VIII. Salary: The Superintendent shall be paid an annual salary of \$202,680 for the 2022-23 school year, \$206,734 for the 2023-24 school year, and \$212,936 for the 2024-25 school year. The annual salary may be modified, but not reduced, during the term of this contract at the discretion of the School District. The salary shall be paid in 24 equal installments during the contract year.

IX. Other Provisions:

1. Outside Activities. While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent 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 duties of the Superintendency. 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 Chairperson. For an absence related to such activities, the Superintendent will be expected to utilize vacation days. The Superintendent shall not be required to take vacation days for unpaid engagements within the State of Minnesota, such as lectures and speaking activities related to his position as Superintendent. Such activities outside the State of Minnesota will require the use of vacation days, unless it is deemed by consultation with the Chairperson of the School Board that there is a direct and beneficial relationship to the School District by such an activity.
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 School District shall defend and indemnify 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 herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
3. Dues. The Superintendent is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

X. Wellness Incentive Program:

1. Eligibility. A Superintendent who has been employed by the School

District as an administrator for five (5) consecutive years shall be eligible to begin accruing wellness days as defined in Subd. 2 below.

2. Wellness Credit Accrual.

- a. Initial Credit: A Superintendent who has been employed by the School District as an administrator for at least five (5) consecutive years shall be credited with a number of wellness days equal to the number of days of unused sick leave she has accumulated up to a maximum of one hundred eighty (180) days.
- b. Annual Accrual. At the beginning of each fiscal year, the Superintendent who has satisfied the eligibility criteria set forth in Subd. 1 above shall be credited with an additional twelve (12) wellness days. During the fiscal year, that number shall be reduced by subtracting one (1) wellness day for each day of sick leave used. In no event, however, shall the number of wellness days subtracted during a fiscal year exceed twelve (12). Once the Superintendent has satisfied the eligibility criteria set forth in Subd. 1, this process of accruing wellness days shall continue during each year of full-time employment as Superintendent in the School District, with no limit on the number of wellness days that can be accrued.

3. Payment:

- a. Eligibility. The Superintendent who has satisfied the eligibility criteria set forth in Subd. 1 shall be eligible to receive wellness incentive pay upon submission of a written resignation, and acceptance by the School Board, or expiration of the contract. Wellness incentive pay shall not be granted to the Superintendent if he is discharged during the term of a contract by the School Board.
- b. Amount. The amount of wellness incentive pay that the Superintendent is eligible to receive shall be determined by multiplying the number of wellness incentive days he has accumulated by 50% of his daily rate of pay.
- c. Schedule of Payments. The District will contribute an amount equal to one hundred percent (100%) of the Superintendent's wellness incentive pay directly into the

Superintendent's health care savings account administered by the Minnesota State Retirement System. The District will also pay for unused vacation leave up to a maximum of forty-eight (48) days into the health care savings account.

4. Insurance Coverage: In addition, if the Superintendent applies for early retirement, he shall remain eligible to remain in the existing group health insurance program and shall remain eligible for the Board contribution toward single coverage in the same amount as was being contributed toward single coverage at the time of the retirement. The Superintendent who desires family coverage may obtain it by paying one hundred percent (100%) of the additional premium. If electing family coverage, the Superintendent will be billed on a monthly basis by the District. Eligibility for this benefit will continue for one hundred twenty (120) months beginning with the month during which she would be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or until he becomes eligible for Medicare, whichever occurs first. If the employee becomes eligible for Medicare within the 120-month period, he will no longer be eligible for the district's contribution toward the district's group health and hospitalization program but may continue in the plan at the employee's own expense. Upon Medicare eligibility, the District contribution shall be reduced by 50% and paid into a health care savings plan for the remainder of the 120-month period. Payments shall be made on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System on July 15 and January 15. The first payment will be made in July or January, whichever occurs first following the month that the employee becomes eligible for Medicare. The amount of the first payment will be based on the number of months following the month of Medicare eligibility until the month of the first payment. Thereafter, payments shall be made in July and January for the number of months in the interval until the 120-month period ends.

XI. Physical Examination: The School District shall pay the cost above insurance reimbursement for an annual physical examination of the Superintendent.

XII. 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 of the

School Board is given by the School Board in appropriate action recorded in its minutes.

INDEPENDENT SCHOOL DISTRICT 77

Paul Peterson
Superintendent

Chairperson

Clerk

Date: _____

Date: _____