

Special School Board Meeting

Wednesday, December 28, 2022 5:15 PM

FHS Library and Google Meet, 1515 11th Street, International Falls, Minnesota 56649

This meeting will be live streamed via YouTube. Use the link below or search for "Falls High Journalism YouTube page" then click "Live". Or copy and paste the following link into your webbrowser:

<https://www.youtube.com/channel/UCrN2j9gULOVDYFxlbyeIUlg?app=desktop>

CALL TO ORDER

1. Roll Call:

- ___ Toni Korpi, Clerk
- ___ Emily McGonigle, Director
- ___ Bruce Raboin, Treasurer
- ___ Ted Saxton, Director
- ___ Roxanne Skogstad-Ditsch, Board Chair
- ___ JoAnn Smith, Clerk
- ___ Jennifer Baker, Vice Board Chair

***NOTE: Emily McGonigle will attend meeting via Google Meet from 1880 Hwy 11 E, International Falls MN 56649**

Non Voting Members:

- ___ Kevin Grover, Superintendent
- ___ Mitch Erickson, Student Representative

2. Pledge of Allegiance

Approval of Agenda

1. Approve agenda as presented. Motion by __, second by __. Motion carried / failed.

Action Items

1. A. Improving systems and structures to create a culture where all are welcome and supported.
- 1.a. Approve updated At Will Policy for the At Will Business Office Positions. Motion by __, second by __. Motion carried / failed.
- 1.b. Approve the contract with School Management Services (SMS) for payroll services to begin in January 2023 with a formal date to be determined. Motion by __, second by __. Motion carried / failed.

Closed Session

1. Enter into closed session for the purpose of discussing preliminary consideration of allegations or charges against an individual subject to its authority, during which all or a portion of the meeting will be closed to the

public pursuant to Minnesota Statutes, section 13D.05, subdivision 2(b). Portions of the meeting on this topic also may be closed based upon attorney-client privilege pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b), to allow the School Board to meet with its attorney in a confidential setting to obtain advice regarding potential imminent legal action related to the School District's allegations and defenses in an employment matter.

The School Board also may take action with respect to employment of an employee in an open session during the special meeting.

Adjournment

1. Motion by __, second by __ to adjourn meeting at __ p.m. Motion carried / failed.

District Business Office Clerk

Department: Business Office **FLSA Status:** Non Exempt
Reports to: Superintendent **Union:** Non Union – At Will Full Time
Days / Hours: 260 Days @ 6 hours per Day **Date:** December 15, 2022
Revision Date: _____ **Pay Grade:** _____

POSITION SUMMARY:

Provides office and clerical support to the Business Manager, Superintendent and School Board.

ESSENTIAL FUNCTIONS:

The duties identified below are the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Perform duties as assigned for the School Board. Duties may include managing Board Books, agenda setup with Superintendent, communicating all school board meetings, minutes, resolutions, updating/maintaining and publishing school board policies, school board letters, and all other administrative duties as necessary. May attend board meetings as required by the Superintendent or School Board.
- Maintain confidentiality of information within in the Superintendent’s Office, Business Office and School Board.
- Assist Superintendent with administrative tasks as requested or assigned. This may include but not limited to filing, drafting communication documents and maintaining personnel and non-personnel contracts, responding to Districtwide inquiries.
- Assist in maintaining District website pages for Superintendent, Business Office, and School Board. Including the District’s Facebook page, electronic sign and other media outlets.
- Assist in organizing and distributing Districtwide communication as assigned.
- Process daily cash and credit/debit card receipts, coordinate cash boxes, athletic event cash boxes, and perform daily/weekly bank deposits.
- Maintain all accounts receivable documentation and records retention.
- Maintain the A/R system invoices and statements for the District.
- Assist in maintaining Districts e-commerce Vendor system and Districts e-commerce website.
- Assist Business Manager with collections of past due accounts.
- Maintains tracking for District donation fund including receipts, expenses and donation fund balances
- Process approved requisitions into purchase orders including submitting e-commerce purchase orders, electronic purchase orders and distribute printed purchase orders to staff.
- Provide office support for overseeing P-Cards in regards to fraudulent activity, putting block on credit cards, placing customer service help calls, and responding to internal customer credit card questions or issues.
- Assists Business Manager with federal time and effort tracking and federal asset tracking.
- Assists Business Manager with procurement of Districtwide office supplies and materials.
- Other duties as assigned by Superintendent or Business Manager.
- Back up for the Payroll Benefits Clerk position.

QUALIFICATIONS:

To perform this position successfully, an individual must demonstrate regular, predictable attendance and be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge and skill required. The individual must be able to successfully pass background checks.

EDUCATION/CERTIFICATION/LICENSURE:

District Business Office Clerk

- Two years of experience in an office environment performing either accounts payable or accounts receivable processing, and administrative assistance preferred.

EXPERIENCE REQUIRED:

- Preference will be given for current experience working within a business office environment.

KNOWLEDGE AND SKILLS REQUIRED:

- Advanced knowledge of Microsoft Word, and Excel and Google applications.
- Ability to maintain social media platforms, and websites.
- Demonstrated ability to learn new skills and work self-motivated.
- Demonstrated ability to manage multiple deadlines at one time.
- Written and oral communication skills.
- Ability to relate to and communicate with staff in a courteous and respectful manner.
- Maintain strict confidentiality and trust.

PHYSICAL REQUIREMENTS:

To accomplish the essential functions of the position, one must be physically able to operate or work with computers, calculators, reference books, computer software applications, phones and other standard office equipment. The physical activities of the position include talking, reaching, grasping, light lifting, bending, squatting, and other repetitive motions.

WORKING CONDITIONS:

- Work is considered sedentary and performed mainly in a pleasant office environment with rare exposure to environmental factors.
- Minimal safety hazards with general office working conditions.
- Minimal travel required for business purposes during week.

INTENT AND FUNCTION OF POSITION DESCRIPTIONS

This position description is intended to cover the most significant aspects of the position. There may be additional responsibilities assigned beyond those stated in this position description. The company reserves the right to modify the role, responsibilities, requirements and position status as compliance regulations or business needs dictate.

Position descriptions assist the company in assuring the hiring process is administered fairly and qualified candidates are selected. They are essential to effective performance management and compensation systems.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the team member or others or which would impose undue hardship on the company. Position descriptions are not intended as and do not create employment contracts. The company maintains its status as an at-will employer and employment separations can occur for any reason not prohibited by law.

EMPLOYEE ACKNOWLEDGEMENT

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee printed name

District Business Office Clerk

Employee Signature

Date

MARSS Coordinator, Food Service Coordinator, and A/P Clerk

Department: Business Office **FLSA Status:** Non Exempt
Reports to: Superintendent / Business Manager **Union:** Non Union – At Will Full Time
Days / Hours: 260 Days @ 8 hours per Day **Date:** December 15, 2022
Revision Date: _____ **Pay Grade:** Level 6

POSITION SUMMARY:

This position supports four main functional areas:

1. MARSS Coordinator: Responsible for accurate and timely reporting of all student and district data via MARSS to the state of Minnesota ensuring proper funding. The coordinator acts as the liaison between the District and state representatives for clearing up data inconsistencies as well as related work apparent or assigned.
2. Food Service Coordinator: Assists the District School Nutrition Director with the management and operations for the District Child Nutrition Program (CNP).
3. Accounts Payable Clerk: Responsible for timely and accurate processing of invoices, credit cards, and check requests.

ESSENTIAL FUNCTIONS:

The duties identified below are the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Monitors the quality of the district's student records prior to submission to the state by auditing internal error reports; corrects errors in the district system to ensure accurate reporting; identifies data problems and how they might be fixed now and in the future; determines priorities on which errors must be corrected first to ensure district receives maximum funding.
- Monitors new and changes to new enrollees, withdrawals, alternative school, independent study attendees for accurate changes to enrollment records for maximum funding potential.
- Monitors Special Education records for accurate student age instructional setting and submits service hours for state funding on a timely basis.
- Calculates attendance and memberships hours for Homebased/Homebound and Alternative School students for maximum funding potential.
- Maintains district school days calendar and makes changes if there are changes to the scheduled school days.
- Stays current on changes of state laws, rules and procedures related to reporting of student information and provides training and support to other district staff on these subjects.
- Provides guidance and training for building clerical support staff on MARSS and student information systems.
- Assist in day to day support of student food service account inquiries. Including account complaints, transaction errors, negative balances and phone system notifications.
- Ensures accounts are setup with correcting pricing category, pin or finger id and cafeteria.
- Responsible for the free / reduced process including compliance with regulations and state reporting system.
- Distribute and collect paper free/reduced applications and download monthly direct certification file. Mail out qualification letter.
- Conduct verification process of random free/reduced applications and submit results to MDE Food and Nutrition Department.
- Process monthly CLICS reporting of food service meals required for state and federal funding.
- Process accounts payable invoices by obtaining invoice approvals and obtaining required documentation. Including accurate processing of invoices, credit cards, check requests and employee expense reimbursements.
- Responsible for reviewing vendor statements for proper charges, and working with vendors to resolve disputes.

MARSS Coordinator, Food Service Coordinator, and A/P Clerk

- Provide internal customer support to staff regarding questions pertaining to accounts payable, accounts receivable, purchase order system, credit card reconciliation and check requests.
- Process approved requisitions into purchase orders including submitting e-commerce purchase orders, electronic purchase orders and distribute printed purchase orders to staff.
- Maintain W-9 forms, files and 1099 annual processing/reporting.
- Assists Business Manager with resolving issues with the credit card relating to fraudulent activity, putting block on credit cards, placing customer service help calls, and responding to internal customer credit card questions or issues.
- Track and report sales taxes due to the MN Department of Revenue.
- Maintain and oversee the Vendor database.
- Compiles and submits Carl Perkins expense reimbursement requests, and submits the required Carl Perkins reports to MDE and collaborative.
- Other duties as assigned by Superintendent or Business Manager.

QUALIFICATIONS:

To perform this position successfully, an individual must demonstrate regular, predictable attendance and be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge and skill required. The individual must be able to successfully pass background checks.

EDUCATION/CERTIFICATION/LICENSURE:

- Two year associate of degree in area of bookkeeping/accounting preferred.
- Two years of experience working with nutritional programs or a nutrition certification preferred.

EXPERIENCE REQUIRED:

- Preference for previous experience working within a school environment, and working with accounts payable and accounts receivable.

KNOWLEDGE AND SKILLS REQUIRED:

- Knowledge of food service dietary operations.
- Advanced knowledge of Microsoft Word, and Excel.
- Demonstrated ability to learn new skills and work self-motivated.
- Demonstrated ability to manage multiple deadlines at one time.
- Written and oral communication skills.
- Ability to relate to and communicate with staff, and parents.
- Maintain strict confidentiality and trust.

PHYSICAL REQUIREMENTS:

To accomplish the essential functions of the position, one must be physically able to operate or work with computers, calculators, reference books, computer software applications, phones and other standard office equipment. The physical activities of the position include talking, reaching, grasping, light lifting, bending, squatting, and other repetitive motions.

WORKING CONDITIONS:

- Work is considered sedentary and performed mainly in a pleasant office environment with rare exposure to environmental factors.
- Minimal safety hazards with general office working conditions.
- Minimal travel required for business purposes during week.

MARSS Coordinator, Food Service Coordinator, and A/P Clerk

INTENT AND FUNCTION OF POSITION DESCRIPTIONS

This position description is intended to cover the most significant aspects of the position. There may be additional responsibilities assigned beyond those stated in this position description. The company reserves the right to modify the role, responsibilities, requirements and position status as compliance regulations or business needs dictate.

Position descriptions assist the company in assuring the hiring process is administered fairly and qualified candidates are selected. They are essential to effective performance management and compensation systems.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the team member or others or which would impose undue hardship on the company. Position descriptions are not intended as and do not create employment contracts. The company maintains its status as an at-will employer and employment separations can occur for any reason not prohibited by law.

EMPLOYEE ACKNOWLEDGEMENT

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee printed name

Employee Signature

Date

Payroll / Benefits Coordinator

Department: Business Office

FLSA Status: Non-Exempt

Reports to: Superintendent & Business Manager

Union: Non Union – At Will Full Time

Days/Hours 260 Days @ 8 hrs per Day

Date: November 30, 2022

POSITION SUMMARY:

This position has two primary focus areas:

- **Payroll Clerk:** Processing of bi-monthly payroll, maintaining employee time records and maintains all payroll and personnel records.
- **Employee Benefits Coordinator:** Assists employees with benefits enrollment and questions, verifies all insurance billing, maintains employee database and files, and ensures compliance with required benefit notices.

ESSENTIAL FUNCTIONS:

The duties identified below are the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Enters, maintains, and/or processes information in the payroll system; information may include employees' hourly rates, salaries, or other compensation, time worked, paid leave and holidays, deductions and withholding, address changes, and other information.
- Ensures proper processing of payroll deductions for taxes, benefits, charitable contributions, and other deductions.
- Records and processes federal and state payroll tax deposits.
- Prepares and submits STAR Reporting, EEOC reporting and all other state or federal reporting requirements as required by the Business Manager or Superintendent.
- Coordinates new employee orientation process.
- Administer various employee benefits programs, such as group health, flexible spending accounts, dental and vision, accident and disability, life insurance, PERA, TRA, TSA and health care savings plan benefits.
- Conduct benefits orientations and explain benefits.
- Maintains employee benefits filing systems and ensure benefits changes are entered appropriately in payroll system for payroll deduction.
- Verify the calculation of the monthly premium statements for all group insurance policies and maintain statistical data relative to premiums, claims and costs. Resolve administrative problems with the carrier representatives.
- Administers COBRA.
- Review and respond to unemployment claims with appropriate documentation. Review monthly unemployment statements.
- Prepare first report of injury report, coordinate workers' compensation claims with third-party administrator and OSHA 300 Log.
- Ensure distribution of required employee notices and Minnesota Wage Theft Law.
- Prepare and maintain employee reports, new-hire and absentee reports. Maintain and update company organizational charts, phone directory and other requested reports as needed.
- Manages retiree insurance accounts and billing statements.
- Assist Business Manager in completing benefits reporting requirements.
- Performs other related duties as assigned.

Payroll / Benefits Coordinator

QUALIFICATIONS:

To perform this position successfully, an individual must demonstrate regular, predictable attendance and be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge and skill required. The individual must be able to successfully pass background checks.

EDUCATION/CERTIFICATION/LICENSURE:

- High school diploma or equivalent required.

EXPERIENCE REQUIRED:

- Two years of experience in accounting or bookkeeping with at least six months of experience in payroll preferred.
- Two years' of experience handling confidential information and providing customer service in a business environment.

KNOWLEDGE AND SKILLS REQUIRED:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Proficient in Microsoft Office Word and Excel.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with ability to meet deadlines.
- Ability to quickly learn payroll software.
- Basic understanding of clerical procedures and systems such as recordkeeping and filing.
- Ability to work independently.

PHYSICAL REQUIREMENTS:

To accomplish the essential functions of the position, one must be physically able to operate or work with computers, calculators, reference books, computer software applications, phones and other standard office equipment. The physical activities of the position include talking, hearing, reaching, grasping, light lifting, bending, squatting, and other repetitive motions.

WORKING CONDITIONS:

- Work is considered sedentary and performed mainly in a pleasant office environment with rare exposure to environmental factors.
- Minimal safety hazards with general office working conditions.
- Must be able to lift up to 15 pounds at times.

INTENT AND FUNCTION OF POSITION DESCRIPTIONS

This position description is intended to cover the most significant aspects of the position. There may be additional responsibilities assigned beyond those stated in this position description. The company reserves the right to modify the role, responsibilities, requirements and position status as compliance regulations or business needs dictate.

Position descriptions assist the company in assuring the hiring process is administered fairly and qualified candidates are selected. They are essential to effective performance management and compensation systems.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the team member or others or which would impose undue hardship on the company. Position descriptions are not intended as and do not create

Payroll / Benefits Coordinator

employment contracts. The company maintains its status as an at-will employer and employment separations can occur for any reason not prohibited by law.

EMPLOYEE ACKNOWLEDGEMENT

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee printed name

Employee Signature

Date

December 16, 2022

TO: School Board of ISD 361
Kevin Grover, Superintendent

SITUATION:

We have been unable to fulfill the Payroll Benefits Coordinator Position over the last 4 months. The position has been posted two times and offered to four individuals. The primary reason for the position being turned down is the current wage rate \$20.66

BACKGROUND:

This position follows the At Will 12 Month. Attached is current At Will 12 Month Schedule for the At Will 12 Month positions.

The Payroll Benefits Coordinator supports a combined payroll and benefit expenditure of \$11,214,425 out of actual expenditures in funds for fiscal year 2022 of \$15,612,468. The payroll and benefit total expenditures represent 72% of the entire District's expenditures for all funds. The most recent payroll of 12-16-2022 included 197 employees.

The District payroll system is a combination electronic timesheet and manual timesheet entry.

Attached for reference is the current Payroll Benefit Coordinator position job description.

The Business Office is comprised of the following positions:

- 1) Business Manager
- 2) Accounts Payable / Accounts Receivable Clerk
- 3) Payroll Benefits Coordinator
- 4) District Business Office Clerk (part time)

These positions support the Districts entire business operations including human resources, Superintendent's Office, School Board and non-educational business operations programs of the entire District.

The three positions – AP/AR Clerk, Payroll Benefits Coordinator and District Business Office Clerk have been placed at the same wage scale, but have different levels of job responsibilities, and require a different skill set.

This model lacks a pay scale setup where positions that require a higher level of knowledge, skill set and responsibility are paid according to the duties they are performing vs an entry level position that does not require the same level of knowledge and responsibility. In other words, it offers no incentive for an employee to desire to step into a higher demanding position than an entry level position.

In comparing these three Business Office positions to other internal office positions, the three positions have a starting wage that is \$.64 cents less than a starting Secretarial wage position. At seven years of service these positions increase beyond a Secretarial position by \$.61 cents.

The issue at present is, in the current work force environment the District cannot compete with the wages being offered and currently being paid by other companies to attract qualified individuals for the Payroll Benefits Coordinator position.

REQUEST:

In order to hire an individual with the skill set and capabilities to perform the duties of the Payroll Benefits Coordinator the current wage model for the Business Office staff should be remodeled to reflect the duties and responsibility level of the position and be reflective in job title to those positions.

There are two distinct job level differences between what is currently titled the AP/AR Clerk, Payroll Benefits Coordinator and District Business Clerk positions. These are entry level and mid-level positions as they pertain to responsibility level, skill set and duties.

District Business Office Clerk – Entry Level:

This position's essential tasks are to process the accounts receivable and accounts payables for the District and be back up support for the Payroll Benefits Coordinator position. The main function of this position requires a basic entry level skill set to process receivables, payables and provide a support staff function. The position requires an individual who is task oriented and organized with good follow through and communication skills.

Accounts Payable / Accounts Receivable Clerk (AP/AR) –

The AP/AR position absorbed the duties of the MARSS Coordinator and 50% of the Food Service Director position upon the retirement of the Superintendents Executive Assistant/Food Service Director. This position entitled AP/AR Clerk should be removed and updated to reflect the following:

MARSS Coordinator / Food Service Coordinator. A revised job description is attached for review. This position is responsible for all the student reporting which drives 70-80% of the Districts funding. The position requires an individual with a high level of attention to detail, ability to learn and maintain knowledge of the state's student reporting requirements, oversee and ensure enrollment records are accurately entered, coordinate / train staff on correct student recording, and working with the State and software vendor to ensure compliance and resolve programming issues. Errors made to the student reporting under MARSS have a direct impact on the Districts financial revenue generated.

As well as, this position is performing duties for the Food Service Department that include procurement, cost analysis, inventory costing and production costing, state and federal compliance, which are duties typically done by Food Service Directors or Assistant Food Service Directors.

Payroll Benefits Coordinator:

The Payroll Benefits Coordinator position is responsible for the processing of all the Districts payroll, responsible for timely and accurately reporting taxes, retirement, and payroll benefit/deductions. This represents 72% of the Districts expense budget. On average during the school year the payrolls include 185-200 employees. Errors made in payroll have a negative impact on the expenditures of the District. This position also is responsible for all Benefit enrollment and coordination; as well as; all onboarding, terminations, unemployment, work comp, FMLA and the timekeeping system/scheduling system.

This position requires maintaining current knowledge of FLSA, FMLA, as well as other state / federal regulations.

RECOMMENDATION TO WAGE CHANGES:

We cannot continue to operate without a Payroll Benefits Coordinator due to the negative impact it is having on the ability of myself, as Business Manager, to perform my Business Manager duties, as well as, to continue to maintain the current workload demand which has already caused burnout for myself.

Wage rate increases to the three positions is a recommendation from the board committee that met to advise on next steps after not filling the position on two different postings and offering it to four individuals. This is the minimum the group recommended and there was discussion of going higher.

Reference the attached job descriptions for each of the following position recommendations.

- 1) The first recommendation is to add to the 12 Month At Will Schedule the position title of District Business Office Clerk along with an increase to the District Business Office Clerk to be at a starting wage no less than the starting wage of other entry level office staff within the District. This would increase level 1 from \$20.66/hour to \$21.30/hour. The wage step increases should remain the same.
- 2) The second recommendation is to remove the AP/AR Clerk position title from the 12 Month At Will Schedule then add the position of MARSS Coordinator / Food Service Coordinator. The wage scale for this position should be placed at no less than what is currently proposed for the Payroll Benefits Coordinator position.
- 3) Update the Payroll Clerk position to reflect Payroll Benefit Coordinator then update the wage scale to the currently proposed starting wage of \$23.16/hour

I also cannot recommend hiring a candidate for the Payroll Benefits Coordinator position that does not have the background of working in an office environment, math skills and computer skills, because this position is too critical of a position to the District. This position can negatively impact the finances of the District if it is not done correctly and timely. This is not an entry level position.

If this recommendation is not approved then the next step is to begin the process of looking for a company we can hire to perform our payroll / benefits position. I have started an inquiry process with one company that provides these services to Districts. This is not an ideal option, as it will mean not having someone on site and will cost the District more than having an employee.

Thank you for your time and consideration of this request.

Stacy Grover, Business Manager

District	Enrollment	Position Title	FTE	Wage or Wage Range	Other Duties? Comments?
Int'l Falls ISD 361	900	Payroll/Benefits Coordinator	1.00	20.66 - 25.13	Wage range includes 6 steps. Reach top of level in 12 years along with annual increase. Position also used to do AR, but recently moved those duties to another position with return to charging for meals and athletic events.
Chatfield Public Schools	900	Payroll/Employee Coordinator	0.75	19.90 - 27.78	range is over 15 steps; no other duties
Pillager Public Schools	1200	Payroll/HR Manager	1.00	25.48	Position also includes school board meetings and elections.
La Crescent-Hokah	1014	Payroll/Benefits	1.00	25.68	23 yrs of service, also titled as HR but those duties are split
Mesabi East	1000	Payroll/Benefits Manager	1.00	26.30-31.48	range is over 4 years. HR duties as well
Fillmore Central ISD 21:	585	Payroll/Accounting Clerk	1.00	\$25.00	We hired this position in October of 2021 at \$23.00. (We also had the first two candidates turn us down.) The October 2021 hire left in June 2022 and our latest hire was at \$25.00. Position includes school board meetings, food service F/R application processing, and lots of HR duties. \$430/mo toward health ins, 17 days PTO
Morris	1045	Payroll/HR	1.00	\$ 59,160.00	Contract for year - some incentives paid at year end that would be addition to this.
MACCRAY	720	Payroll/Benefits	1.00	\$20.25	In 2018 she started at \$16.00, now she is at \$20.25. We don't have steps, we negotiate individually. There is also health insurance benefit and 403B.
Barnesville	900	Payroll/HR Asst.	0.60	\$21.15 - \$23.68	Includes 6 steps. HR duties as well
Ada-Borup-West	700	Payroll/HR Director	1.00	\$56,500	Contracted position: Benefits Include \$12,000 towards Insurance & HSA, \$1000 403(B)
Eden Valley - Watkins	900	Payroll/Benefits/Timeoff	1.00	56800	In position 10 years, Benefits include Severance of 4% unused sick leave, 5 weeks vacation, Deferred Comp \$2,244, Health \$3,500
Wadnea Deer Creek	1035	Payroll/HR Director	1.00	24.54/hr	in position 3 years, health \$7,200 15 days vacation, 12 days sick, 403B match 2,500
Remer-ISD118	330	Payroll/Benefits/Timeoff	0.50	19.26-25.26	Range is over 15 steps -Benefits include \$7000 towards cafeteria plan or up to \$2850 cash-in-lieu, 420/yr towards dental, 3 personal days and start accruing vacation after one year (12 days/yr). Payroll person is 0.5 Bookkeeper (A/P & A/R) at higher pay scale.
Clearbrook-Gonvick ISC	500	Payroll/HR Manager	1.00	\$48,000	In position 3 years, also does federal grants, deposits, food service payments, benefits, etc. Health-\$6,750, \$550 403b match, 15 days sick, 2 weeks vacation, 3 personal days
Maple River	890	Payroll/HR Manager	1.00	\$60,109.82	Contracted position: 5 years on job but had many years of service prior. Benefits Include \$8,624.64 towards Insurance, \$500 403(B) 2 weeks vacation
St. James	1060	Payroll/HR	1.00	\$27.75	No steps, % increase each year. current employee 17 yrs experience, 4 wks vacation, 3 wk sick leave, 2 personal days, \$8,600 single health/year, \$11,600 family health/year, \$1,200 403b/year, 260 day contract
Janesville Waldorf Perm	770	District Office Coordinator	1.00		
Cleveland	580	Business Manager	1.00	62000	All Business Manager Duties (AR, HR, Payroll, Benefits, Finance, Grants, etc). Just hired PT AP to assist and will eventually do AR as well. Year 3 at % increases each year per negotiations. 2 weeks vacation, 3 personal days, 15 Sick/yr, \$7200 toward Ind Insurance/ \$10,800 Family Ins, \$500 403b/yr
Roseau ISD 682	1135	Payroll Bookkeeper	1.00	26.73 - 33.15	Range includes 11 steps. HR duties as well.
JCC	1200	Payroll/Benefits Coordinator	1.00	19.50 - 20	Brand new, just graduated college. Zero experience. 19.50 for 6 months, then 20.00. \$1200 HSA, \$7400 for health insurance, \$50000 Life insurance, 15 sick days, 2 weeks vacation, 403b match scale
New York Mills	840	Payroll Bookkeeper	1.00	24.11-25.70	
Holdingford	1060	Payroll/Business office clerk	1.00	23.53	2 weeks vacation, 12 sick days, Health: 10456 single, 13354 family annually

Mountain Lake Public	500	Payroll/HR Mgr	1.00	18.99/hr	1 week vacation until 3rd year, 12 holidays, 12 sick days
Aitkin Public Schools	1035	Payroll Specialist	1.00	16.94-23.38	12 days vacation, 15 days sick leave, \$6,600 toward health insurance annually, \$50,000 health insurance
Minnesota Valley Ed. Di	Coop	Payroll/AP Specialist	1.00	28.37/hr	Also does AP, AR, and purchasing
Braham	787	Payroll/MARSS Coordinator	1.00	52,000	Negotiated with individual. Includes fringe benefit allowance of \$9514 for 22-23. vacation, sick, floating holidays, and personal days.
Warren/Alvarado/Oslo	525	Payroll/HR/District Secretary	1.00	\$21.70/hour	10-20 days Vacation, 10 days Sick- up to 30, 5 Personal, Holidays, Single Policy Paid, \$1400 403b Match. This is newly negotiated from \$16/hour. In position for 4 years.
Pipestone Area	1163	Payroll/HR/Food Service	1.00	22.79	In position 4 years, 12 days vacation, 15 sick days, 10 paid holidays, \$10,000 toward health insurance & HSA contribution, \$100,000 life insurance, \$1200 towards 403B match

AT WILL POSITION EMPLOYMENT SCHEDULE

January 18, 2022; revised 12.16.22 DRAFT

This employment schedule covers the wages and benefits for At Will positions. This includes part time, nonunion, casual, substitute and 12 month “At Will” employees. It is to be understood the wage and benefit descriptions are separate from position job descriptions. Wage and benefit descriptions, as well as, position job descriptions exist only as a result of school board action, and may be changed at any time by the school board to best meet the needs of the school district as such needs are interpreted by the school board.

The school district follows a fiscal year from July 1 to June 30; therefore, all wage and benefits follow a July 1 effective date unless noted otherwise.

An “At Will” employee serves at the sole discretion of the school board and has no expectation of a contractual relationship. As a matter of policy action only, an “At Will” employee who is terminated from service may expect two weeks of immediate severance, unless the employee’s severance from employment is as a result of blatant disregard of school district policies governing the position’s function, or insubordination to the employee’s supervisor, or conviction of a felony. In those instances the employee will be terminated with forfeiture of two weeks’ salary, as well as, forfeiture of any and all severance benefits which the employee may have accrued up to the date of termination.

SECTION A – PART TIME NON UNION, CASUAL AND SUBSTITUTE POSITIONS:

This section covers the wages for those positions defined as general part time, non-union, casual and substitute positions. These positions do not qualify for any paid benefits or paid leave time. Unpaid personal time off is at the discretion and approval of the positions immediate supervisor.

PART TIME NON UNION POSITION: A position which is not covered by a collective bargaining agreement and does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit.

CASUAL POSITION: A position which is basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; or (ii) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

SUBSTITUTE POSITION: A position which works on an as needed basis, due to the absence of an employee regularly assigned.

AT WILL POSITION EMPLOYMENT SCHEDULE

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Hourly Wage Schedule A

POSITION	TYPE	Effective 7/1/2020	Effective 1/1/2022	Effective 7/1/2022
Arena Helper	Seasonal	\$10.46	\$12.00	\$12.12
AWD Program Aide / Van Driver	Casual	\$14.42	\$15.00	\$15.15
Bus Driver Training	Part Time	\$16.32	\$16.65	\$16.81
Custodial Summer Worker	Seasonal	\$10.98	\$13.00	\$13.13
Lifeguard	Casual	\$11.50	\$15.00	\$15.15
Locker Room Supervision*	Casual	\$15/class period	\$15/class period	\$15/class period
Red Cross Instructor	Casual	\$14.63	\$17.00	\$17.17
Substitute Bus Driver	Substitute	\$21.92	\$22.36	22.58
Substitute Café Helper	Substitute	\$10.46	\$13.00	\$13.13
Substitute Custodian	Substitute	\$13.76	\$16.00	\$16.16
Substitute LPN	Substitute	18.40	\$20.00	\$20.20
Substitute Paraprofessional	Substitute	\$12.40	\$14.00	\$14.14
Substitute Secretary	Substitute	\$13.76	\$15.00	\$15.15
Student Worker - Tech. Depart.	Casual	\$11.04	\$12.00	\$12.12
Water Safety Instructor	Casual	\$12.30	\$15.00	\$15.15

* All rates are hourly wage per hour except where noted. Retro payments will go back to January 1st, 2022.

Effective 1.1.2022 Lifeguard will be reimbursed for certification costs upon working for the district for 40 hours.

AT WILL POSITION EMPLOYMENT SCHEDULE

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SECTION A-1 –SUBSTITUTE POSITIONS WITH PRIOR DISTRICT EXPERIENCE:

Substitutes who previously worked for the District as a Fireman, Janitor or Secretary who are substituting in those positions as a Substitute Fireman, Janitor or Secretary will be paid at the year 1 hourly rate under the Local 510 Collective Bargaining Agreement effective January 1, 2021.

SECTION A, SUBD. 1 – PART TIME BUS DRIVERS:

POSITION	Effective: 07/01/2021	Effective: 07/01/2022
Bus Drivers	\$ 22.36	\$ 22.58

Bus Driver Stipend: \$500 retention and recruitment stipend for a bus driver that worked the majority of the period from start of 2021 – 22 school year through January 21st and \$500 stipend paid for a driver that drives the majority of the 21-22 school year for the period of January 24th through the end of school. A \$500 recruitment and retention stipend will be paid to bus drivers that work the majority of 2022 – 23 school year. Paid out at the end of the school year.

New hired regular route bus driver (to/from transportation) holding a current bus driving license which requires no training or license testing assigned to a daily route will qualify for a \$500 bonus stipend upon working for 90 days.

SECTION B – COMMUNITY EDUCATION ADULTS WITH DISABILITIES COORDINATOR:

This section defines the wages and benefits for the Adults with Disabilities Coordinator position.

The Adults with Disabilities Coordinator position is assigned to work not to exceed 1,220 hours per fiscal year, July 1 to June 30. Basic work day is 4 hours per day.

The wages and benefits for this position are as follows:

	Effective: 07/01/2021	Effective: 07/01/2022
Hourly Rate:	\$16.84	\$17.01

Vacation: 4 hours of paid vacation. Vacation cannot be carried over. Unused vacation at the end of the fiscal year will not be paid out.

Sick Leave: 40 hours of sick leave. Sick leave cannot be carried over and will not accumulate. Unused sick leave at the end of the fiscal year will be lost.

Flex Benefit: No District Contribution. Employee at their own expense may elect to participate in either the medical or dependent care flexible spending benefit.

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TSA Match: No District Contribution. Employee at their expense may elect to participate in the 403(b) program.

\$1,000 retention and recruitment stipend for coordinator that worked the majority of the 2021 – 22 school year and \$500 stipend for working the majority of 2022 – 23 school year. Paid out at the end of the school year.

SECTION C – LPN AIDE:

This section defines the wages and benefits for the LPN Aide position.

The LPN Aide position is assigned to work not to exceed 1,232 hours per school year beginning two days prior to the 174 student days. Basic work day is 7 hours per day, five days per week or days of student attendance.

The wages and benefits for this position are as follows:

	Effective: 07/01/2021	Effective: 07/01/2022
Hourly Rate:	\$20.00	\$20.20

Health Insurance: Maximum District Contribution \$4,160;
(\$346.67/month for 12 months assuming employee works 176 days)

Personal Time Off: Earn .0398 hours PTO/hour worked (49 hours for working 1,232 hours)

\$2,000 retention and recruitment stipend for LPN Aide that worked the majority of the 2021 – 22 school year and 1,000 stipend for working the majority of 2022 – 23 school year. 2021-22 payments will be made at mid-year and end of school year, 2022-23 payment will be made at the end of the school year. LPN Aide working less than 1392 hours would have stipend prorated using 1392 hours.

SECTION D – DISTRICT SCHOOL NUTRITION DIRECTOR:

This section defines the wages and benefits for the District School Nutrition Director.

The District School Nutrition Director position is assigned to work not to exceed 550 hours per fiscal year.

The wage information for this position is as follows:

	Effective: 07/01/2021	Effective: 07/01/2022
Hourly Rate:	\$27.59	\$27.87

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All required state, federal and district training will be paid per the above wage schedule.

District School Nutrition Director will have recruitment and retention stipend paid to make them whole with respect to the \$2,000 stipend for 2021-22 school year and the \$1,000 stipend in 2022-23 school year assuming they work the majority of the year in this position. Max amount an employee will get for this stipend in total from the district is \$2,000 for 21-22 and \$1,000 for 22-23.

SECTION E – INDIAN EDUCATION COORDINATOR:

	Effective: 07/01/2021	Effective: 07/01/2022
Hourly Rate:	\$ 22.79	\$ 23.02

Indian Education Coordinator will have recruitment and retention stipend paid to make them whole with respect to the \$2,000 stipend for 2021-22 school year and the \$1,000 stipend in 2022-23 school year assuming they work the majority of the year in this position. Max amount an employee will get for this stipend in total from the district is \$2,000 for 21-22 and \$1,000 for 22-23.

SECTION D – FULL TIME POSITIONS:

Effective June 1, 2018 this section covers the wages and benefits for the following positions:

- Accounts Payable/Receivable Clerk
- Business Manager
- Business Office Clerk
- Maintenance/Transportation Director
- Personnel/Payroll Clerk
- Technology Assistant

At Will 12 month positions are assigned to work all 12 months of the calendar year. The wages and benefits for these positions are defined in this section.

Positions less than 2,080 hours per year will receive prorated benefits. Positions less than 1,560 hours per fiscal year will not qualify for paid benefits or paid vacation.

Positions shall be defined by a six level wage schedule, with level six to be the highest level for all positions. The school board shall reserve the right to place a new hire on any level it deems appropriate. Any and all advancements to the next highest level will be determined by the employee's job performance in terms of meeting the employee's own professional goals, and goals approved by the school board for the specific positions. The employee's individual professional goals shall be submitted annually by the employee to the Superintendent of schools who shall have the responsibility to assess the appropriateness of the employee's continued professional development. All professional goals shall be capable of being assessed using reliable and valid measures and data. The school board reserves the right to establish position goals for all positions. The superintendent is responsible for the assessment of district goals and shall provide the employee with an annual performance evaluation.

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It is assumed under usual conditions that an employee shall require two service years in each level prior to advancing to the next level. The first year will be to demonstrate the professional growth, and the second year to demonstrate ability to sustain the level of professional growth achieved the first year.

Growth in the wage schedule reflected by the schedule itself will in part be governed by the cost of living measures. However, the school board shall not be bound to incorporate cost of living adjustments to the salary intervals and shall make any and all adjustments in the best interest of the district's students and resources available to the school board.

Wage Schedule - At Will 12 Month Positions:

Position	Rate Type	Level	7/1/2020	7/1/2021	7/1/2022	1/1/2023
Accounts Payable / Receivable Clerk District Business Office Clerk	Hourly	Level 1	\$20.05	\$20.45	\$20.66	
		Level 2	\$20.85	\$21.27	\$21.48	
		Level 3	\$21.69	\$22.12	\$22.35	
		Level 4	\$22.57	\$23.02	\$23.25	
		Level 5	\$23.45	\$23.92	\$24.16	
		Level 6	\$24.39	\$24.88	\$25.13	
MARSS Coordinator / Food Service Coordinator	Hourly	Level 1	\$20.05	\$20.45	\$20.66	\$23.16
		Level 2	\$20.85	\$21.27	\$21.48	\$23.98
		Level 3	\$21.69	\$22.12	\$22.35	\$24.85
		Level 4	\$22.57	\$23.02	\$23.25	\$25.75
		Level 5	\$23.45	\$23.92	\$24.16	\$26.66
		Level 6	\$24.39	\$24.88	\$25.13	\$27.63
Personnel / Payroll Clerk Payroll Benefits Coordinator	Hourly	Level 1	\$20.05	\$20.45	\$20.66	\$23.16
		Level 2	\$20.85	\$21.27	\$21.48	\$23.98
		Level 3	\$21.69	\$22.12	\$22.35	\$24.85
		Level 4	\$22.57	\$23.02	\$23.25	\$25.75
		Level 5	\$23.45	\$23.92	\$24.16	\$26.66
		Level 6	\$24.39	\$24.88	\$25.13	\$27.63
Business Manager	Annual - Exempt	Level 1	\$62,969	\$64,228	\$64,871	
		Level 2	\$65,488	\$66,798	\$67,466	

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		Level 3	\$68,109	\$69,471	\$70,166	
		Level 4	\$70,834	\$72,251	\$72,973	
		Level 5	\$73,668	\$75,141	\$75,893	
		Level 6	\$76,613	\$78,145	\$78,927	
Maintenance / Transportation Director	Annual - Exempt	Level 1	\$65,542	\$66,853	\$67,521	
		Level 2	\$68,164	\$69,527	\$70,223	
		Level 3	\$70,889	\$72,307	\$73,030	
		Level 4	\$73,726	\$75,201	\$75,953	
		Level 5	\$76,674	\$78,207	\$78,990	
		Level 6	\$79,702	\$81,296	\$82,109	
Technology Assistant	Hourly	Level 1	\$22.50	\$22.95	\$23.18	
		Level 2	\$23.41	\$23.88	\$24.12	
		Level 3	\$24.35	\$24.84	\$25.09	
		Level 4	\$25.32	\$25.83	\$26.08	
		Level 5	\$26.33	\$26.86	\$27.13	
		Level 6	\$27.38	\$27.93	\$28.21	

\$2,000 retention and recruitment stipend for 12 month At-Will positions that worked the majority of the 2021 – 22 school year and \$1,000 stipend for working the majority of 2022 – 23 school year. Paid out at a time with no overtime. 2021-22 payments will be made at mid-year and end of school year, 2022-23 payment will be made at the end of the school year.

BENEFITS:

All benefits will be prorated based upon the employee's full time equivalency (FTE) which is calculated by dividing the number of contract hours by 2,080 for a 260 day assignment.

DENTAL INSURANCE:

Single Coverage Dental Insurance: Effective July 1, 2015 the District will contribute a \$24.17 per month towards the cost of a single dental health insurance coverage offered through the current dental insurance plan provider.

Family Coverage Dental Insurance: Effective July 1, 2015 the District will contribute \$60.25 per month towards the cost of a family dental health insurance coverage offered through the current dental insurance plan provider.

FLEX BENEFIT

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Employees at their own expense may participate in either the flexible medical spending or dependent care spending plans.

HEALTH INSURANCE:

Single Coverage Health Insurance: Effective July 1, 2019 the District shall contribute \$532.33 per month towards the cost of single health insurance coverage offered through the current health insurance plan provider.

Family Coverage Health Insurance: Effective July 1, 2019 the District will contribute \$1,284.33 per month towards the cost of family health insurance coverage offered through the current health insurance plan provider.

LIFE INSURANCE:

Employees shall receive \$100,000 term life insurance with eligibility determined by the school districts life insurance provider. Employees will be responsible for any excess life tax amount.

LTD INSURANCE:

Employees shall participate in the Districts Long Term Disability Insurance program. Eligibility for participation is determined by the school districts long term disability provider. The District will add the amount of the premium cost to the individual employee's wage. Employees will pay for the cost of their individual premium via payroll deduction.

LEAVE OF ABSENCES:

VACATION LEAVE:

Effective July 1, 2016 employees will receive paid Vacation days as per the following schedule. A maximum of 10 days of vacation shall be allowed to carry over at the end of a fiscal year. Any vacation days in excess of 10 days carry over will be lost. Vacation carry over from prior year does not accumulate and will be lost at the end of each fiscal year. Vacation may be taken in no less than ½ hour increments. Vacation days will be accrued on July 1 of each fiscal year. Employees upon termination of service will be paid for any unused and accrued vacation through their last day of employment.

Start	10 Days
Year 5	15 Days
Year 10	20 Days
Year 15	25 Days
Year 20	30 Days

SICK LEAVE:

Employees shall receive fifteen (15) paid sick leave days per fiscal year. Sick leave days will be advanced to employees on July 1 of each fiscal year.

Sick leave shall be allowed by the employees Supervisor whenever an employee's absence is found to have been due to illness of the member, dependent minor child, adult child, spouse, sibling, parent, grandparent, or stepparent, and which prevents his/her attendance and performance of duties on that

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day or days with a limit of 160 hours in any twelve (12) month period for all except the member, spouse, and dependent minor child.

Sick leave may be used as bereavement leave by an employee for leave due to death of an immediate family member. A maximum of three (3) days leave will be allowed when no travel is necessary. In the event travel is necessary an employee will be allowed to use a maximum of five (5) days. Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandfather, grandmother, mother in-law, father in-law, daughter in-law, son in-law, brother in-law, and sister in-law.

Unused sick leave days may accumulate to a maximum credit of 180 days. When an employee's sick leave account is at its maximum, any additional sick leave days earned will accrue in a separate individual catastrophe account. The days in the catastrophe sick leave account may be used only if the following criteria are met:

A health catastrophe(s) must have caused an extreme depletion of accrued sick leave hours in accordance with the following:

- A. A health catastrophe is defined as being any illness or injury resulting in loss of accrued sick leave in excess of eighty (80) sick leave days during any 365 day period. An illness cannot be considered a catastrophe until the employee has accumulated an unused balance in his sick leave account of 180 days.
- B. For the purpose of this subdivision, health absences within a 365 day period need not be consecutive to be considered catastrophic

The School Board may at its option, grant the use of catastrophic sick leave account days in unusual circumstances covered by this section.

At the beginning of each fiscal year (July 1), sick leave days will be credited to the regular sick leave account first. Any days in excess of 180 shall be credited to the employees catastrophic sick leave account.

The School Board may require an employee to furnish a medical certificate from the school health officer or from a Licensed Practitioner of the Healing Arts as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Sick leave pay shall be approved only upon electronic submission of a request on the district Skyward Employee Access system or the district paper form if requested by the employee Supervisor.

Sick leave balance upon termination of employment will not be paid out.

HEALTH CARE SAVINGS PLAN:

International Falls Public Schools At Will Full Time 12 Month employees covered under this section are eligible to participate in the Minnesota Post Employment Health Care Savings Plan established under

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Minnesota Statute, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Subdivision 1:

This subdivision is effective July 1, 2016. Employees hired after July 1, 2005 shall receive District contributions into a Health Care Savings Plan as follows:

Employees who qualify under this subdivision and whom have provided the District with 10 years of service will qualify for a maximum District contribution of \$30,000 to an individual health care savings plan account administered by the Minnesota State Retirement System. Annual contributions will begin the first payroll in July of the employees 11th year of service to the District. The annual contribution amount will be \$1,800. The annual contribution will be prorated based upon the employee's FTE each fiscal year.

District contributions will cease upon retirement, termination of service or when the maximum District contribution amount is reached, whichever occurs first.

In the event the employee dies before the deposit is made, the payment will be made in cash to the employee's estate.

PAID HOLIDAYS:

Employees will receive the following paid holidays: July 3rd, 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Good Friday and Memorial Day.

In the event a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed the following Monday. If consecutive paid holidays fall on a weekend, the holiday dates shall be observed as determined by the Superintendent of Schools.

PAID FLOATERS:

Employees shall receive two (2) floating holidays to be taken as scheduled by their immediate Supervisor.

POST-EMPLOYMENT BENEFIT OPTIONS:

Employees who retire or are disabled and are participating in the health insurance benefit offered may elect to continue participation at their own expense. Upon death of the employee the employee's surviving spouse or legal dependent(s) if covered by the health insurance plan at the time of employees death may elect to participate at 100% their own expense.



December 26, 2022

Mr. Kevin Grover
Superintendent
International Falls Independent School District 361
1515 Eleventh Street
International Falls, MN 56649

Dear Mr. Grover,

Thank you for this opportunity to propose arrangements for SMS Payroll Services for the service term beginning 01 January 2023.

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

Respectfully,

Todd R. Netzke
President

Enclosure



PAYROLL SERVICES RECOMMENDATION AND AGREEMENT

For

**INTERNATIONAL FALLS PUBLIC SCHOOLS
ISD 361
1515 Eleventh Street
International Falls, MN 56649**

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 to International Falls Public Schools.

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 superintendants 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 and HR Related Services

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.
2. The SMS representative will attend meetings on an as needed basis.

Arrangements

International Falls Independent School District 361 will receive SMS Professional Payroll services in accordance with the following arrangements.

SMS' fee arrangements for the services proposed herein shall be \$55,000 annually commencing on 01 January 2023 invoiced and paid as follows:

Semi-annually, in advance, by 15 January 2023: \$27,500
Semi-annually, in advance, by 01 July 2023: \$27,500

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

Year 2 Annual Contract: \$56,650 Paid Semi-Annually by 1/1 and 7/1 in amount of \$28,325

Year 3, Annual Contract: \$60,100 Paid Semi-Annually by 1/1 and 7/1 in amount of \$30,050

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 and HR 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 processing payroll, ensuring payment of federal and state income tax withholdings, tax return preparation and filing, year-end W-2 preparation and filing, and flexible benefits plans; ensures proper UFARS coding of staff; reconciles employee benefits and payroll withholdings; prepares invoices for shared services; oversees school board per diem claims; oversees the coordination and reporting of employee benefits, including VEBA – Select Account, Blue Cross / Blue Shield of Minnesota, life insurance, tax-sheltered annuities, Delta Dental insurance, Minnesota child support, new hire reporting, worker's compensation, PERA and TRA, long-term disability, KEA and MSEA union dues; and coordinates flexible benefits plans.

Maintains up-to-date personnel files on all employees within the district, assisting with current staff contracts, and lane-change information.

Maintains knowledge of employees' flexible benefits plans, health plans, and worker's compensation issues for discussion at benefits fairs and new employee orientation.

Ensures District compliance with Affordable Care Act (ACA) reporting requirements.

3.

SMS Services Agreement

THIS AGREEMENT, is made and entered into by and between International Falls Public Schools ISD 361 (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 will provide School District with proof of liability insurance coverage upon request.

ARTICLE II
DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on 01 January 2023 and will remain in effect for a period 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 thirty (30) 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 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
INTERNATIONAL FALLS PUBLIC SCHOOLS (ISD 361)**

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: International Falls Public Schools ISD 361
1515 Eleventh Street
International Falls, MN 56649**

By: Name _____

Title _____

Date _____

**For: School Management Services, LLC
3730 95th Ave SW
Byron, MN 55920**

By: Name _____

Title _____

Date _____

Federal I.D. #56-2545979