

ISD 110 School Board Work Session

Monday, November 4, 2024 7:00 PM

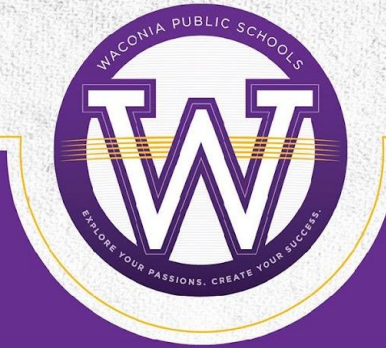
Waconia Public Schools - District Office - Conf Rm A, 512 Industrial Blvd.,
Waconia, MN 55387

1. **Superintendent Updates**

Presenter: Dr. Brian
Gersich,
Superintendent

2. **Draft of Slides for New Board Member Meeting
with Admin Team**

Presenter: Dr. Brian
Gersich,
Superintendent



ISD 110 New School Board Member Briefing

November 2024

Purpose

Outcomes for Today:

- Introduce some of Administrative Team
- Provide an overview of board members' role to provide governance
- Provide information for relevant tasks:
 - Selection and supervision of Superintendent
 - Policy
 - Academics
 - Finance
 - Human Resources
- Communication & Community
- Answer questions
- Miscellaneous items
- Closing



Responsibilities of the School Board

Board Duties

- Hire superintendent, who is an ex-officio member of the board, and delegate authority
- Oversight of human, financial, and facility resources
- Set policy and judicial review
- Collective bargaining
- Community relations and advocacy



Source: MSBA



Selection of Superintendent

- School boards employ a superintendent to lead and manage the school district.
 - The superintendent is an ex-officio, non-voting member of the school board and the chief executive officer of the school system.
 - The superintendent's duties and responsibilities are derived largely from three sources: in statute, employment contract, and job description.
- Superintendents are responsible for the management of the schools, the administration of all school board policies, and are directly accountable to the school board.

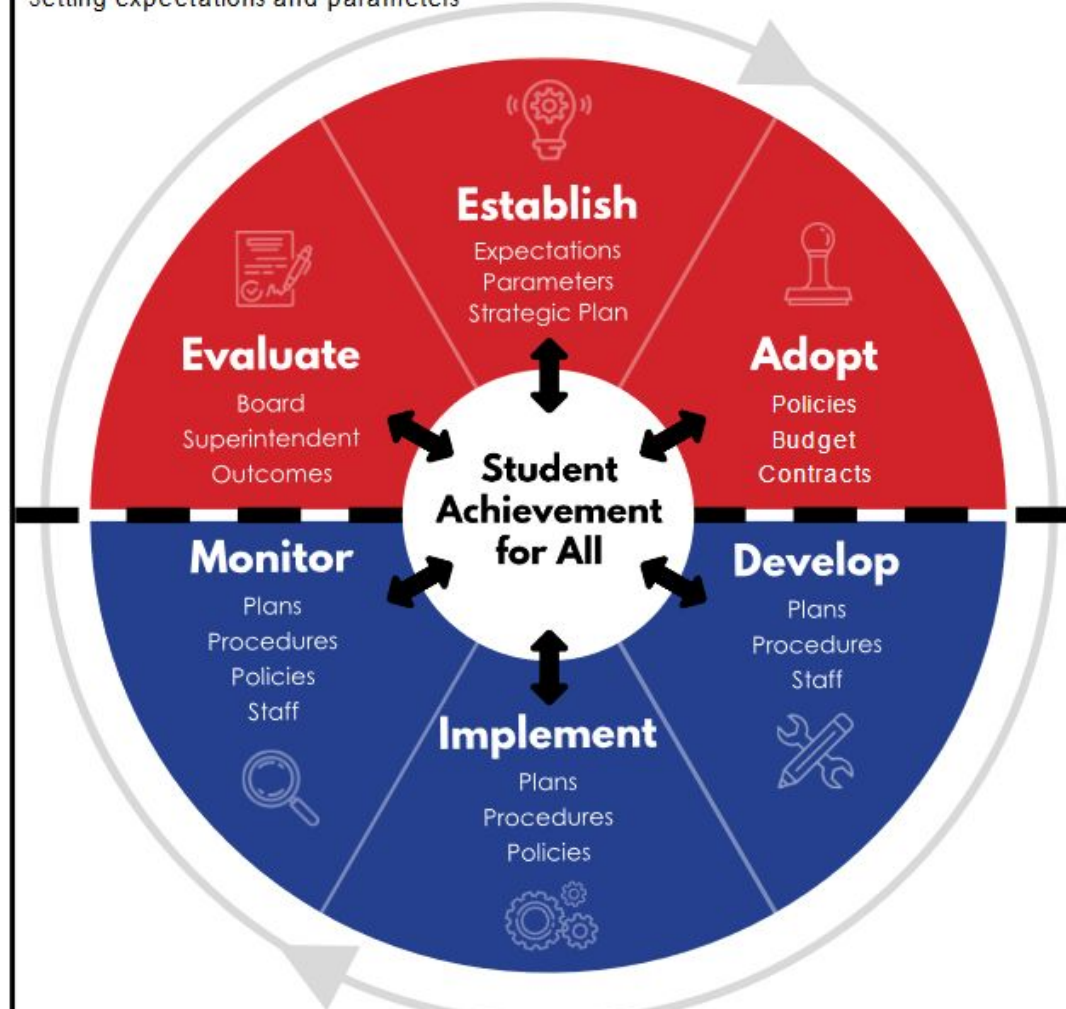
Source: MSBA



Board Governance Model

The School Board Governs

Setting expectations and parameters



The Superintendent Manages

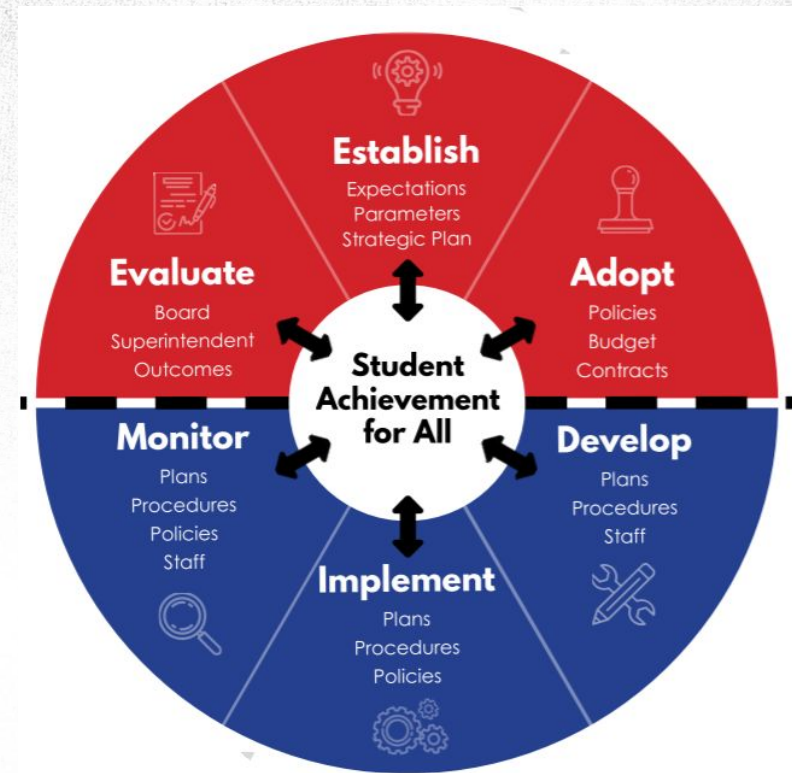
Providing leadership and supervision



Policy

ISD 110 Policy 208:

“The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.”



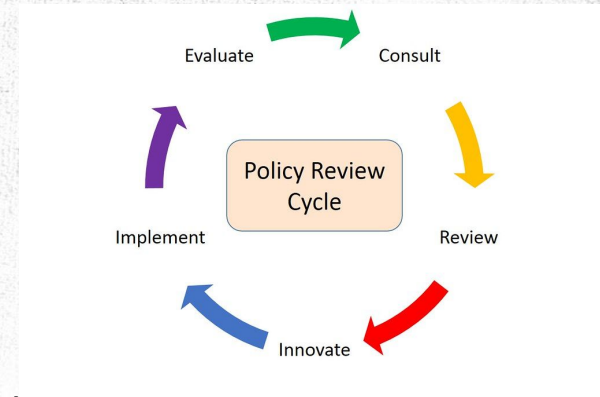
Policy

Policy Roles and Responsibilities:

- Board Members - Adopt policies that establish the focus, criteria, and parameters for decision-making.
- Board Policy Review Committee - Reviews / amends recommended policies prior to submitting to the full board for consideration.
- Superintendent and District Administrators - Ensure policies and regulations are implemented, support review and evaluation of policy, and recommend changes of policy to Board for consideration.
- Staff - Implement all school board policies and administrative regulations.



Policy

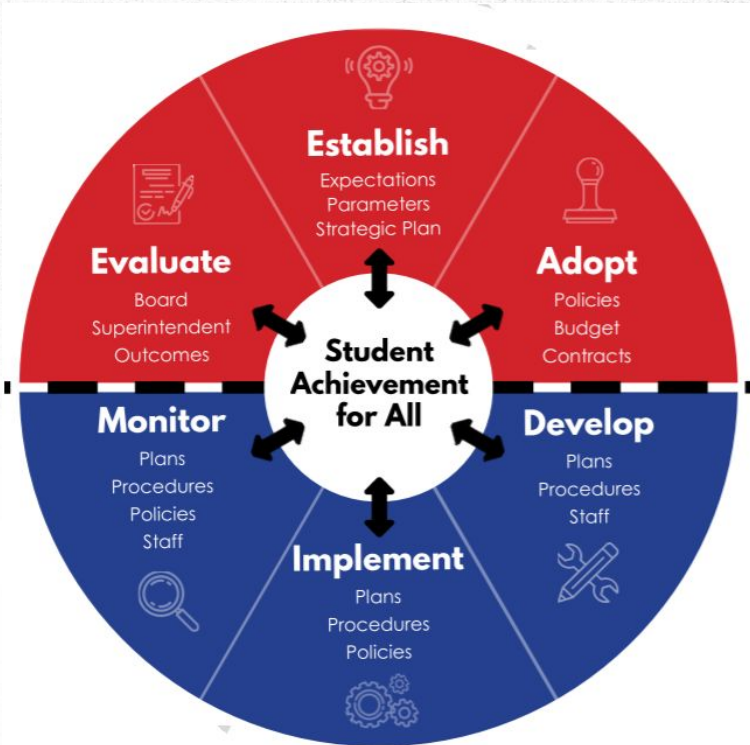


ISD 110 Process:

- MSBA model policies as base
 - Monitors legislation, recommends policy adjustments
- Review Cycle
 - Annual policies for review
 - Review cycle
 - As needed
- Administration review of policy, recommend changes
- Board policy committee review policy, recommend changes, work with administration on questions, feedback, recommended changes
- Full board considers recommendations and adopts policy by majority vote



Strategic Plan



WACONIA PUBLIC SCHOOLS 2024–2028 Strategic Plan



OUR MISSION

ISD 110 maximizes opportunities for all students to **explore their passions and create their success** by committing to a community that includes academic rigor, social growth, and emotional wellbeing.



OUR VISION

ISD 110 commits to:

- Inspiring students to explore a variety of pathways including academic offerings and extra curricular activities that will allow them to recognize who they are and who they will become.
- Fostering a community with a collective sense of belonging and wellbeing.
- Establishing efficient systems and structures as part of a world-class school district that will create opportunities for staff to engage in innovative teaching and students to experience academic success.

OUR STRATEGIC DIRECTIONS



Student Outcomes

- Elementary student performance on MCAs
- Middle school student performance on MCAs
- High school student readiness for post-high school success



Student & Staff Experience

- Physically and emotionally safe at school
- Recognize & respond to cultural commonalities and differences. Feel welcomed, respected, and heard
- Access to inclusive academic, leadership, service and social experiences



Systems & Structures

- Management of financial resources
- Proactive planning for and management of facilities
- Monitor & promote student enrollment

OUR CORE VALUES

Respect

We honor and listen to all voices to ensure everyone feels valued.

Collaboration

We achieve our common goals through trust, teamwork, and partnership.

Inclusiveness

We welcome all and seek multiple perspectives to create one connected community.

Empathy

We listen and act with genuine care.

Resilience

We empower one another and persevere with courage, determination, and optimism.



WACONIA PUBLIC SCHOOLS 2024–2028 Strategic Plan



WACONIA
PUBLIC SCHOOLS ISD 110

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Student & Staff Experience

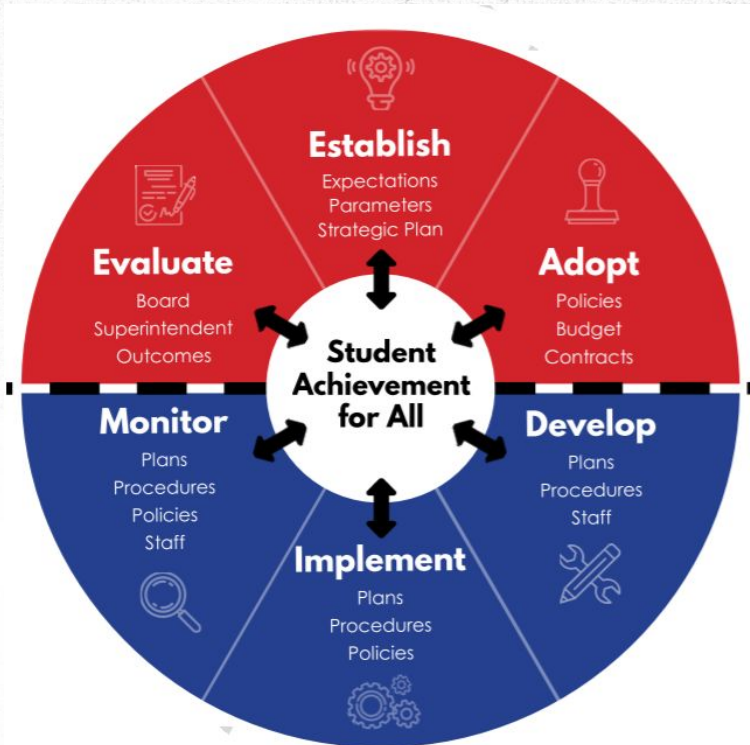
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Academics



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Department of Educational Services

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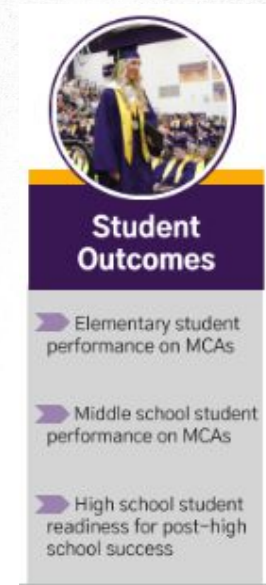
Innovative teaching that leads to academic success

- Curriculum Standards Review Process
 - Guaranteed Viable Curriculum
- Professional Development
- Professional Learning Communities
- Professional Growth and Evaluation
- Mentoring Program
- Instructional Coaching



Student Outcomes

- **Balanced Assessment**
 - State - MCA
 - District - FastBridge and ACT
 - Classroom
- **Schoolwide Improvement Plans**
 - Data Driven Decisions
 - Plan-Do-Study-Act Cycle
- **Multi-Tiered Systems of Support**
 - Intervention
 - Multilingual Learners
 - GT Learners



Staff and Student Experience

- Belong Training
- Counselors/Social Workers
- Deans
- Schoolwide Culture
 - PBIS



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School Finance 101

- Types of funds used in school finance
- School funding formula
- Revenue categories
- Expenditure categories
- Multi-year financial planning



Funds

Operating Funds:

- 01 – General Fund: to account for all revenues and expenditures of the school district not accounted for elsewhere.
- 02 – Food Service Fund: to record financial activities of a school district's food service program.
- 04 – Community Service Fund: to record all financial activities focused in enrichment programs for any age level that are not part of the K-12 education program. Serving ages birth to 100+.



Funds

Non-Operating Funds

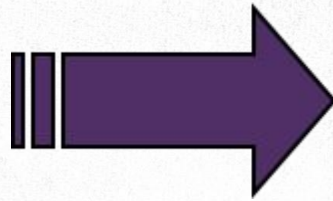
- 06 – Building Construction Fund: record bond project proceeds and uses approved by voters.
- 08 – Custodial Fund: scholarship funds that are held for distribution based upon the awarding of scholarships.
- 07 – Debt Service Fund: record revenues and expenditures to pay for the principal and interest on debt issued by the school district.
- 45 – Post-Employment Benefits Debt Service Fund: similar to Debt Service Fund, but only for debt related to other post employment benefits.



School Funding: A Formula for Confusion

The formula allowance

A dollar amount determined by the state as the main source of school funding.



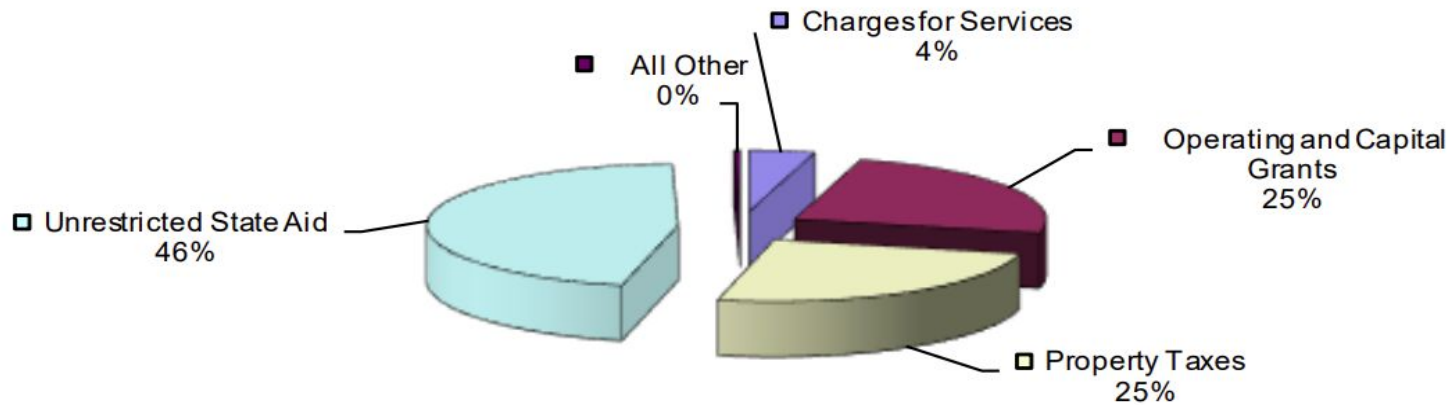
The general fund

The checking account for the district that is primarily used to pay expenses such as operating expenses (i.e. salaries, supplies, equipment).



Revenue Sources

Figure A-1
Sources of District's Revenues for Fiscal 2021



Expenditures Categories

District and School Administration

School board, superintendent, principals, and directors of instructional areas

District Support Services

General and other administrative support, human resources, community relations, elections, census, legal, business support services, and information systems services

Regular Instruction

All activities dealing directly with the teaching of students K-12, English Language Learners, Co-Curricular, Athletics, and Area Learning Center

Vocational Instruction

Agriculture, Distributive Education, and Special Needs

Exceptional Instruction

Speech, Mild, Moderate and Severe Disabilities, Physically Impaired, Hearing Impaired, Visually Impaired, Specific Learning Disability, Emotional/Behavior Disorder, Autistic Spectrum Disorders, Early Childhood, and Federal Programs



Expenditures Categories

Instructional Support Services

Activities for assisting the instructional staff with the process of providing K-12 learning experiences. Curriculum, Staff Development, Technology Integration, Education Media

Pupil Support Services

All services provided to students not classified as direct instruction. Counseling, Health Service, Psychological Service, Social Work, and Transportation

Site, Buildings and Equipment

Acquisition, operation, maintenance, repair, and remodeling of all physical plant, facilities, and grounds

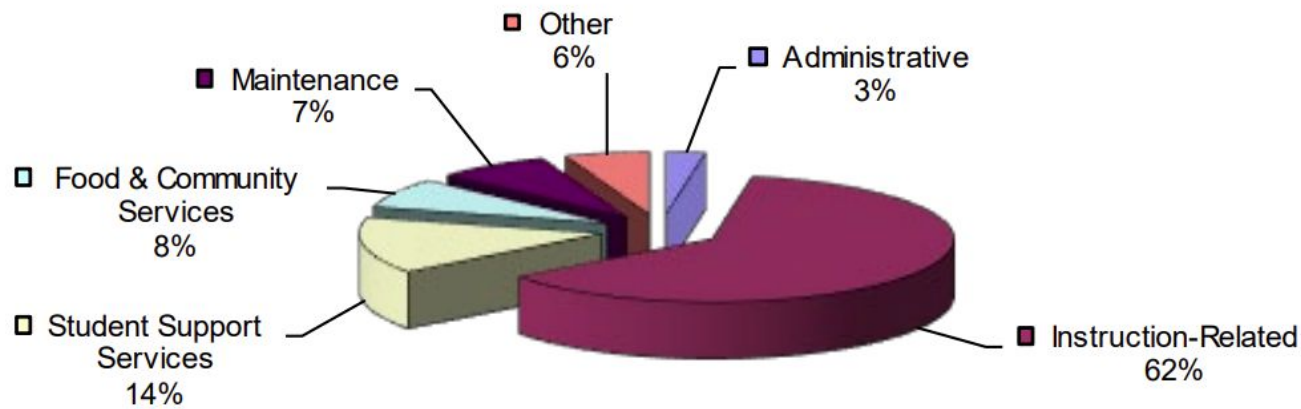
Fiscal and Other Fixed Costs

Fiscal and fixed costs. Property liability insurance, and aid anticipation certificate cost



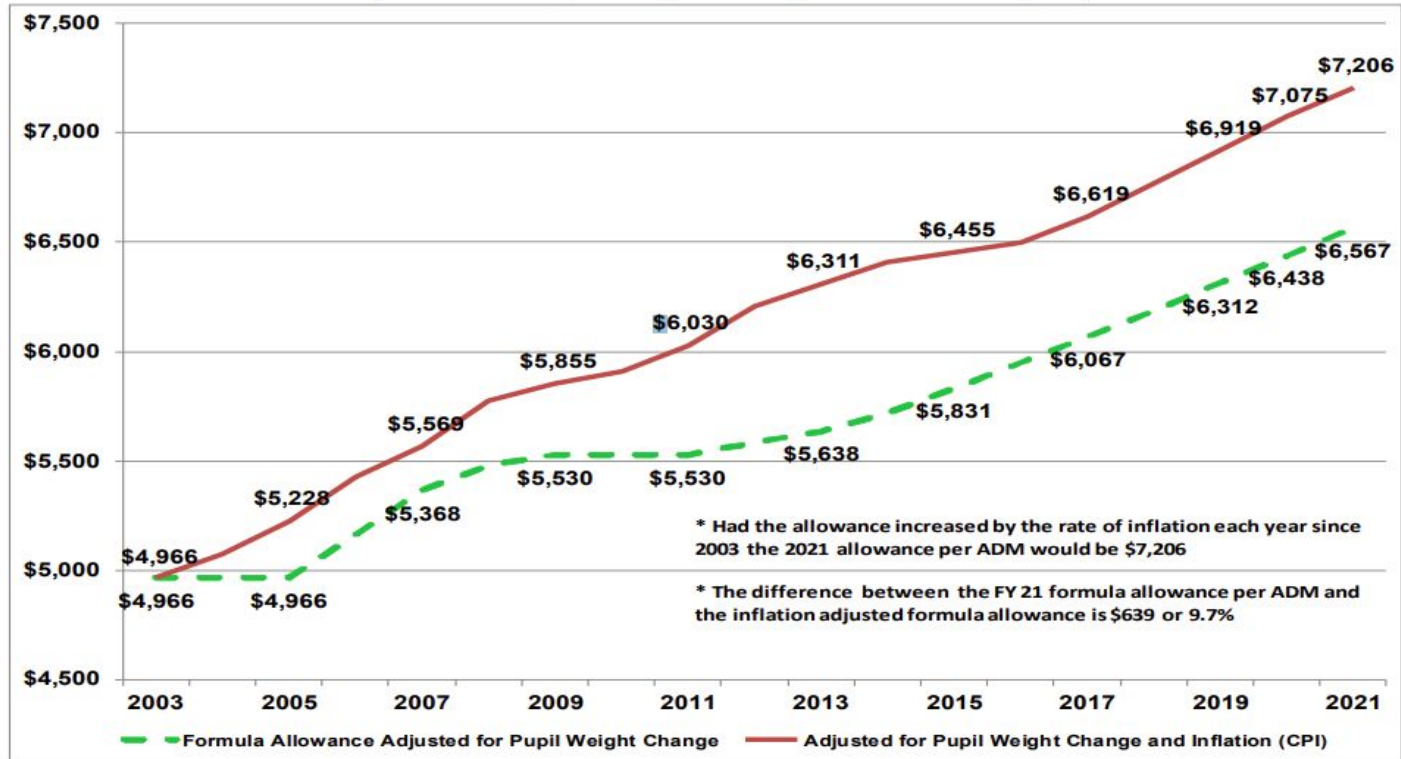
District Expenses

Figure A-2
District Expenses for Fiscal 2021



Basic General Education Formula & Inflation

General Education Formula Allowance, 2003-2021
Adjusted for Pupil Weight Change and Inflation (CPI)



Source: MDE August 2019 Inflation Estimates



Why is a fund balance needed?

- Necessary for unknown situations
- Irregular payments of state and local revenues
- State aid proration, metering of payments, tax shift, and state shut down
- Higher utility costs and/or other fixed costs
- Greater than expected inflation
- Changes in enrollment and state funding
- Higher than anticipated contract settlements
- Unanticipated deficits in other operating funds
- Costs of defending and/or settlement of a lawsuit

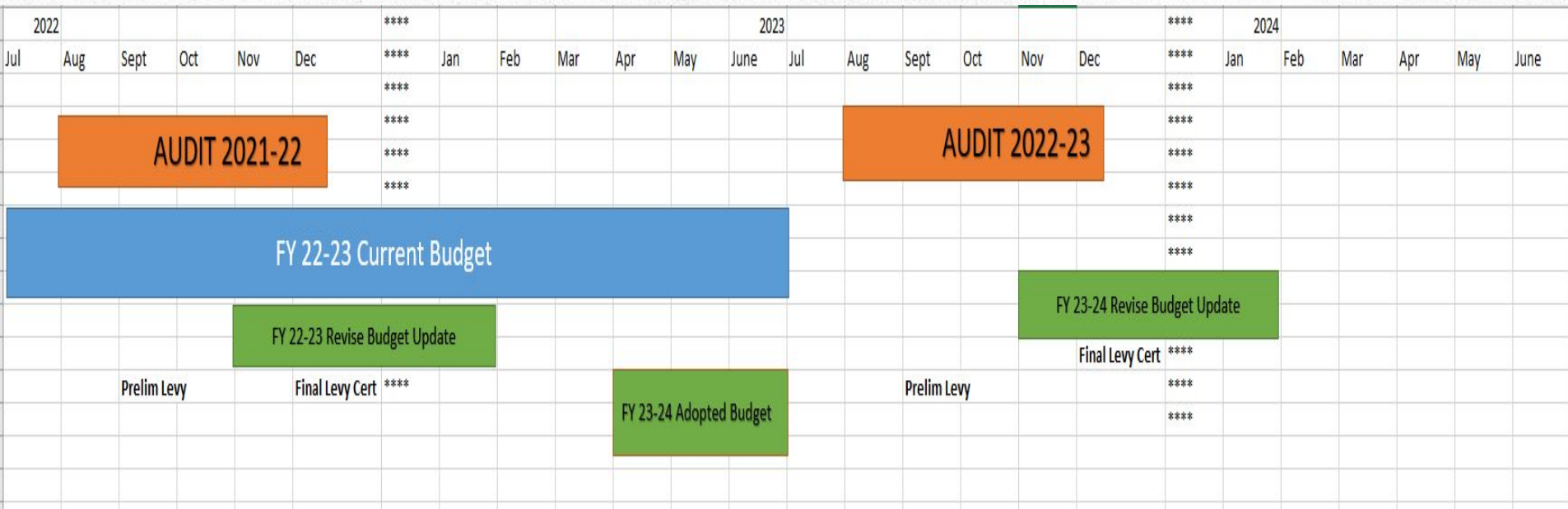


Importance of the Audit Process

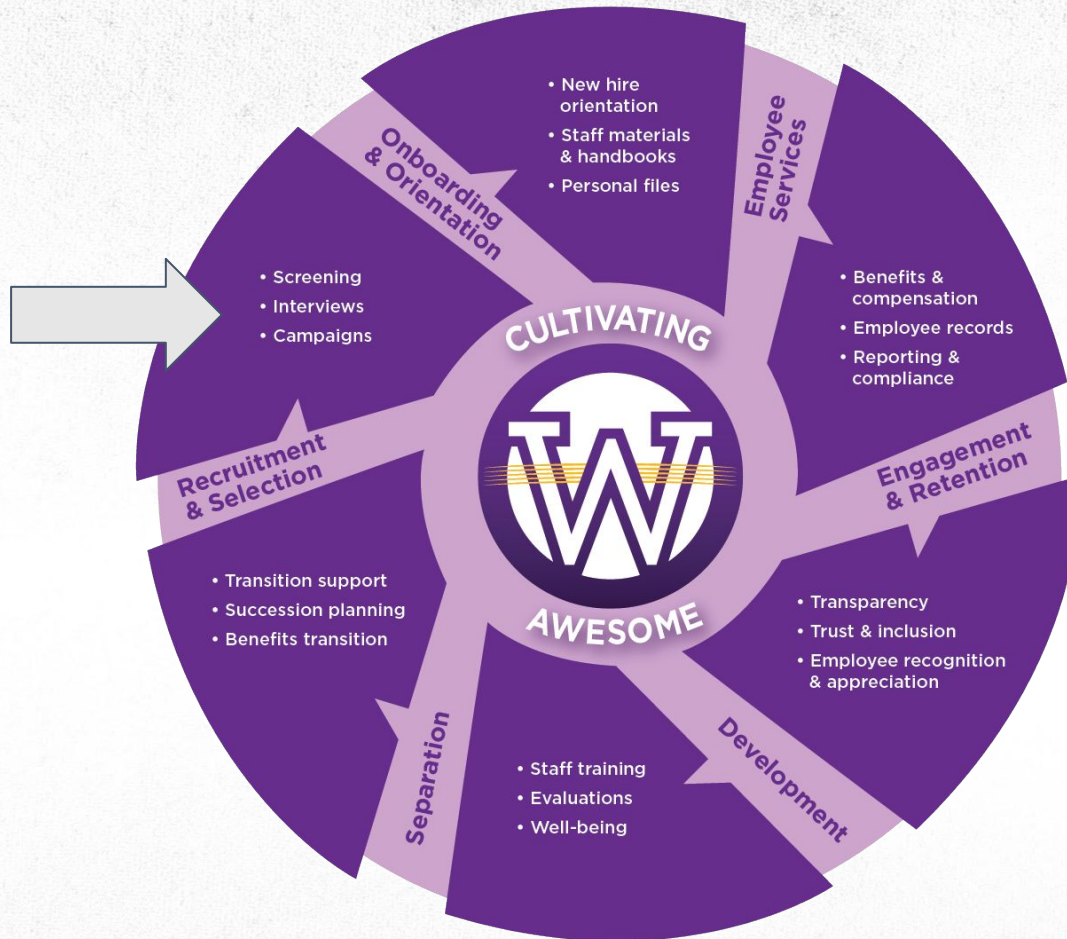
- Done after June 30 of every year.
- Process includes preliminary work paper in the summer to final audited statements in the fall.
- State Statute for every public school to provide an audit report to MDE by Dec, 30.
- Provides objectivity to all stakeholders
- The financial audit statement is also sent to the State Auditor's office.



Budget & Levy Adoption Calendar



Recruitment & Selection

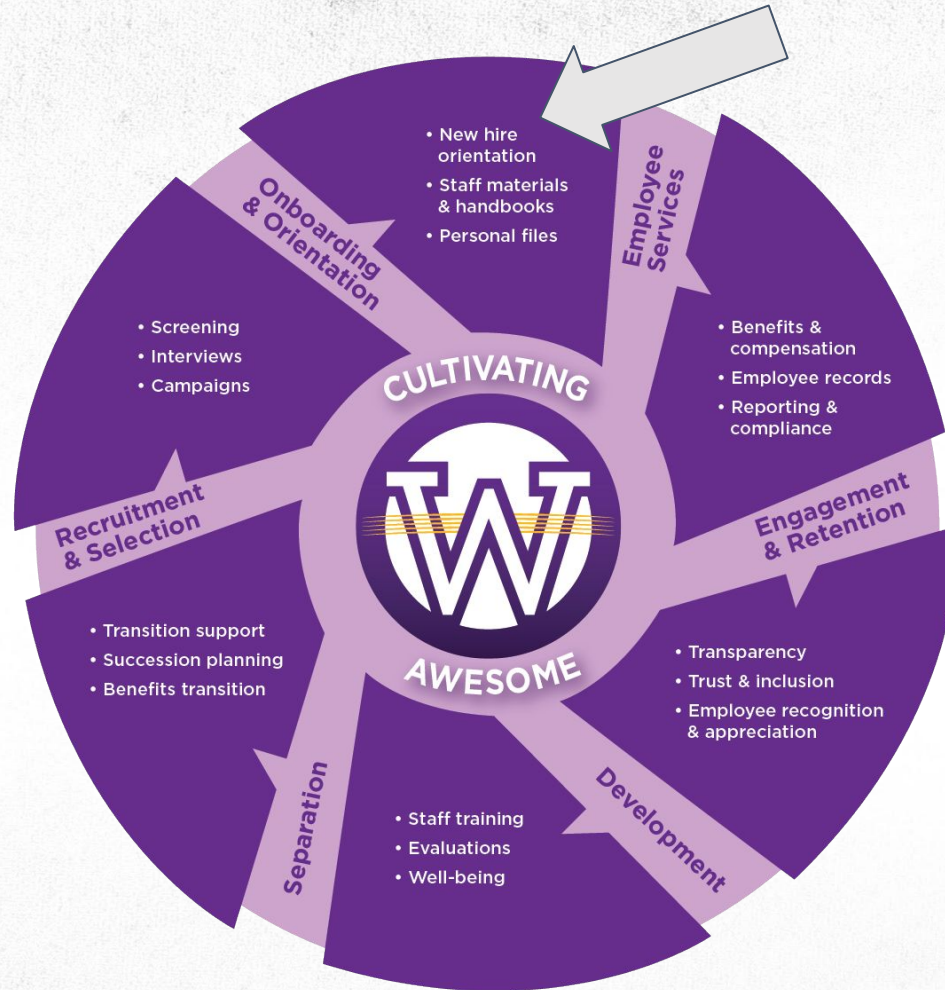


Recruitment & Selection

- Recruit, advertise, and manage applicant pools to attract the highest quality candidates
- Create comprehensive behavioral based and position specific selection processes
- Ensure that position descriptions are accurate and up to date
- Support student teachers to identify high quality teacher candidate pathways
- Ensure all hiring process and practices are compliant



Onboarding & Orientation

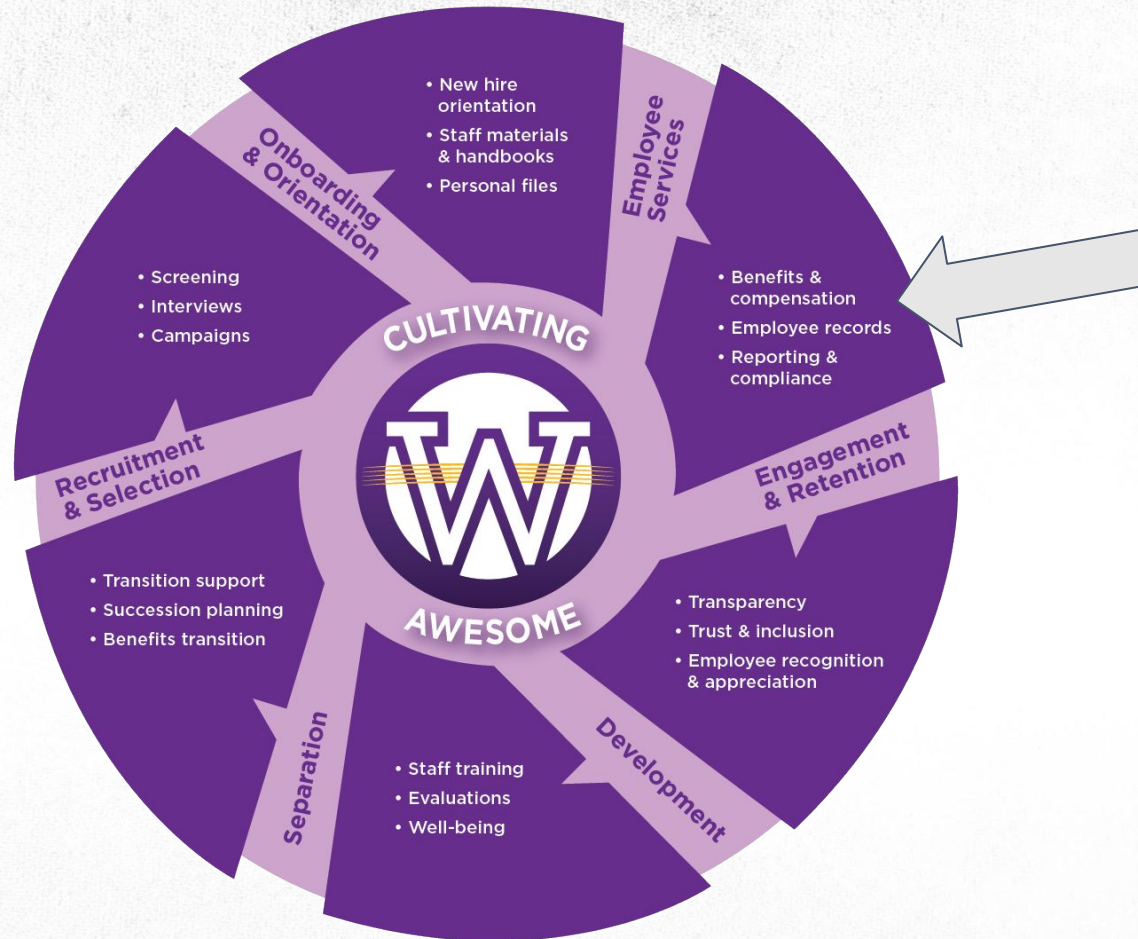


Onboarding & Orientation

- Responsible for new hire orientation and onboarding
- Create and maintain employee handbooks
- Ensure District Website is up to date
 - Employee agreements
 - Benefits
 - Policies to provide transparency
- Establish and manage personnel, I-9 and medical files
- Manage and enter all employees into various platforms including: Skyward, PlanSource, Frontline, & Vector



Employee Services

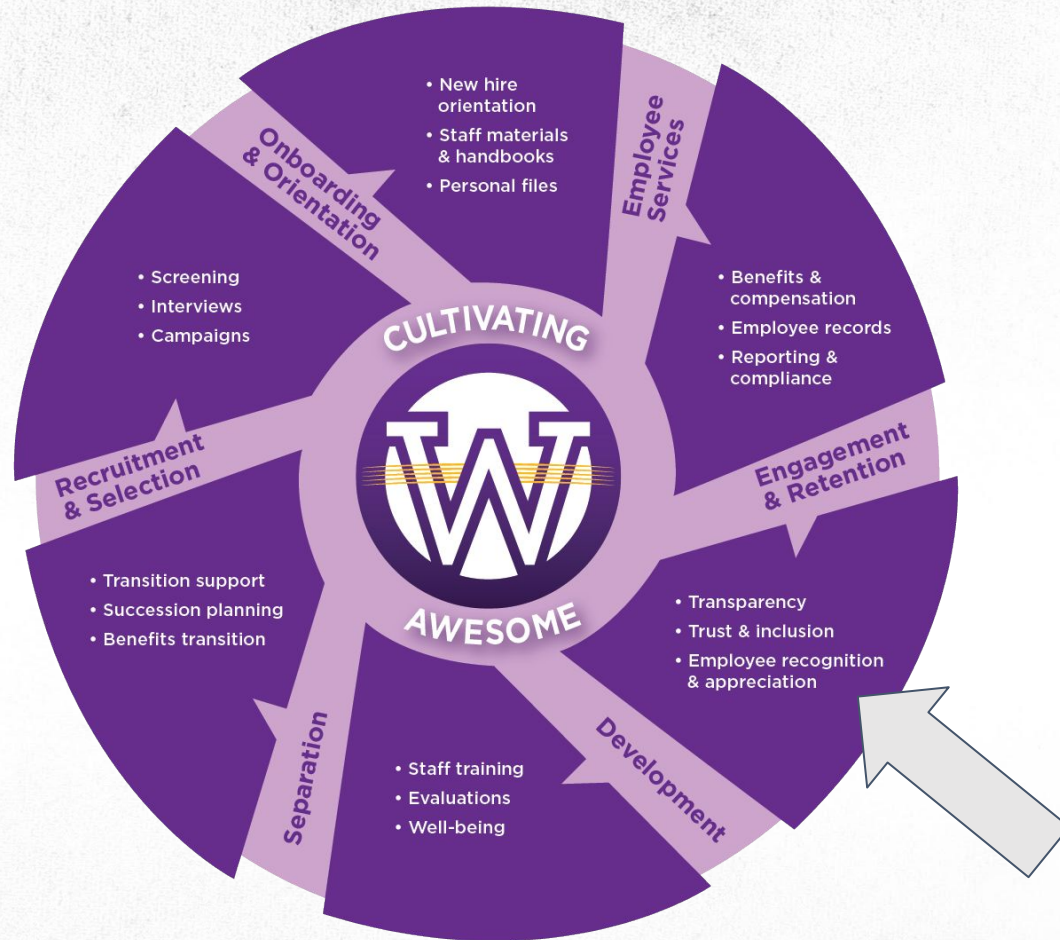


Employee Services

- Oversee all Leaves and Worker's Compensation
- Serve as Human Rights Officer
- Accountable for reporting and compliance
- Administer All Employee Benefits Enrollments and Changes
- Oversee Certifications & Licenses
 - Negotiate/Meet and Confer
 - Three collective bargaining agreements
 - One collective bargaining agreement for an organized employee group, not represented by a labor union (principals)
 - Twelve unaffiliated at-will employee groups



Engagement & Retention



Engagement & Retention

- Work to build trust within the ISD 110 staff
- Assist in the development of an employee engagement and retention plan by building a culture of appreciation, engagement and inclusion
- Collect and analyze employee data
- Collectively create strategies to maintain areas of strength and improve in areas as needed
- Coordinate recognition programs to showcase employee service and contribution



Development

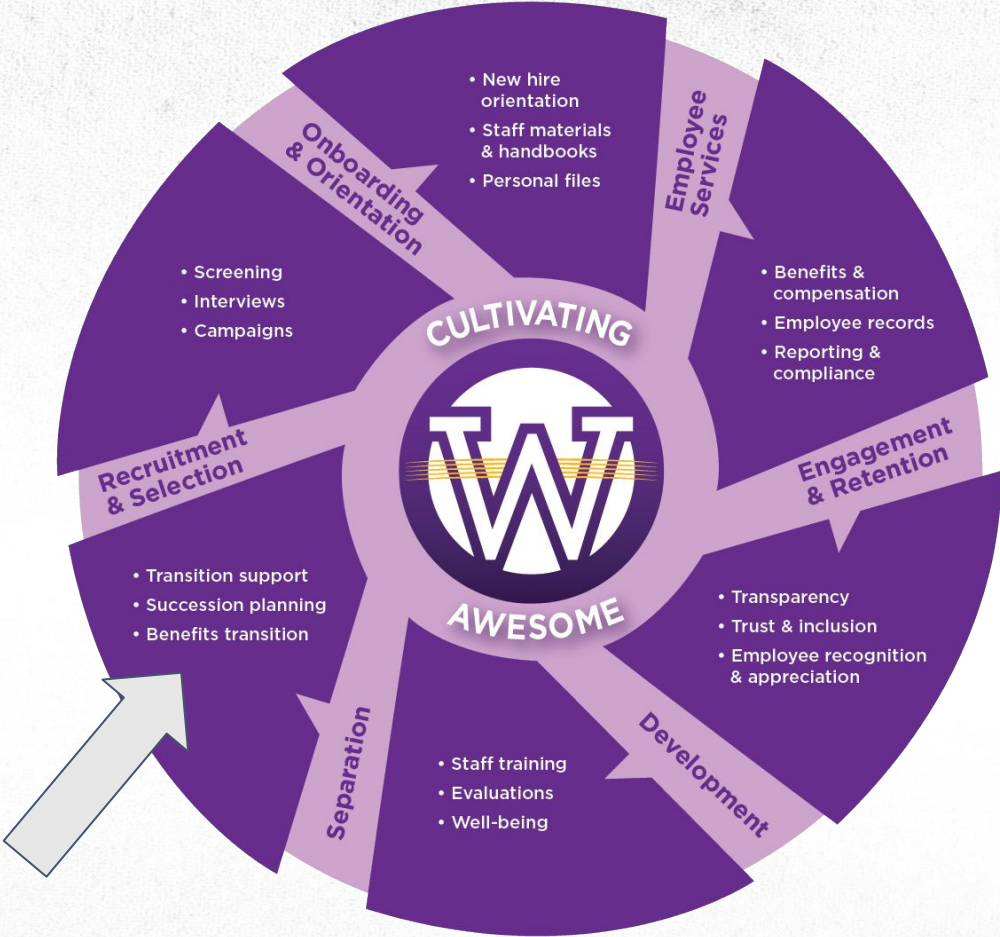


Development

- Provide mentorship
- Manage tuition reimbursement program
- Promote advanced degrees/certification
- Monitor evaluation processes
- Mandatory policies and training requirements
- Salary lane advancement
- Promote a culture of wellbeing



Separation of Service



Separation of Service

- Support and counsel employees
- Oversee retiree insurance and benefits
- Manage system updates and record retention
- Provide insurance for qualifying retirees
- Manage voluntary separation for qualifying employees
- Assist in succession planning
- Support employees with TRA and PERA
- Monitor unemployment claims



Communications Department

The Communications Department at Waconia Public Schools is committed to keeping residents informed about how our students are exploring their passions and creating their success each and every day. There are a number of ways for our stakeholders - including parents, students, staff, and community members - to stay engaged. We focus on sharing stories and timely information to provide insights into all of the great teaching, learning, and growth happening in our schools.

The Communications Department is a department of one, with Director of Communications Matt Thomas handling all duties and responsibilities.



Communication Responsibilities

- Website management
- Social media management
- Storytelling
- Superintendent Communications
- Internal Communications
- Media Relations
- Brand Management / Reputation
- Crisis Communications / Emergency Preparedness
- Enrollment Marketing
- CommuniCAT community newsletter
- District Publications
- Weather related school closings
- Community Education Communications / Marketing
- Primary District Photographer
- School Board meeting video recording producer
- District 110 Foundation liaison



Regular Communication Channels

- Website - www.isd110.org
- CommuniCAT - Quarterly printed newsletter sent to all district residents
- CommuniCATor - Monthly e-newsletter sent to all district families with school-aged children
- School to home e-newsletters - typically weekly updates sent by building leaders
- Board Recaps - Internal e-newsletter to staff to share news from board meetings as well as messages from Superintendent Gersich and other timely news
- Social Media - Facebook / Instagram
- Infinite Campus - Used for urgent / crisis / weather-related messaging to deliver timely text, email and voice messages to parents.





Questions ?

3. **Appoint Treasurer for Remaining 2024**

4. **Educational Support Professional Collective
Bargaining Agreement for 2023-24, 2024-25, and
2025-26**

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

Educational Support Professionals Tentative Agreement Summary

We are pleased to recommend the following tentatively agreed upon contract changes for the 2023-24, 2024-25 and the 2025-26 school years. Below is a detailed summary of information related to pay rate increases and insurance benefits for each of these school years.

Language Clean Up for 2023-2026:

- Multiple language clean up and clarification items

Contract Changes for 2023-2024

- Rate Increase: 0%
- Medical Insurance Benefit Increase: 0%
- Employee Steps: No
- Additional Steps Added to Schedule: No
- Longevity increase: 0%

Contract Changes for 2024-2025

- Rate Increase: 3.2%
- Retro pay from July 1st, 2024
- Medical Insurance Benefit Increase: 10% (Retro pay to 7/1/2024)
- Employee Steps: Yes
- Additional Steps Added to Schedule: Yes (Step 12 - 3%)
- Longevity increase: 0%

Contract Changes for 2025-2026

- Rate Increase: 3.5%
- Medical Insurance Benefit Increase: 10%
- Employee Steps: Yes
- Additional Steps Added to Schedule: Yes (Step 13 - 3%)
- Longevity increase: 0%

We value the dedication and contributions of our Educational Support Professionals to Waconia Public School District and hope these updates reflect our commitment to them.

5. **Proposed 2023-2025 Terms and Conditions of
Employment for Community Education Preschool and
ECFE Assistants**

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

Community Education Preschool and ECFE Teacher Assistants

We are pleased to recommend the following changes to the work agreements for the 2023-24, 2024-25 and 2025-26 school years. Please find below detailed information on rate increases, and insurance.

2023-2024

- No Step
- Proposed new salary schedule due to market adjustments
- Retro pay for 2023-2024

2024-2025

- Step movement for 2024-2025
- Retro pay for 2024-2025
- 10% increase to insurance

2025-2026

- Step movement for 2025-2026 - 3.5% increase to salary schedule
- 10% increase to insurance

2023-2024

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$16.22	\$16.33	\$16.45	\$16.92	\$17.34	\$17.80	\$18.24	\$18.69	\$19.14	\$19.60	\$20.10

2024-2025

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$16.54	\$16.66	\$16.78	\$17.26	\$17.69	\$18.15	\$18.61	\$19.06	\$19.53	\$19.99	\$20.50

2025-2026

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$17.12	\$17.24	\$17.37	\$17.86	\$18.31	\$18.79	\$19.26	\$19.73	\$20.21	\$20.69	\$21.22

Previous Schedule

2022-2023

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$15.30	\$15.41	\$15.52	\$15.64	\$15.75	\$16.16	\$16.58	\$16.97	\$17.38	\$17.79	\$18.37

We value the dedication and contributions of our Community Education Preschool and ECFE Assistants to Waconia Public Schools and hope these updates reflect our commitment to them.

ATTACHMENT C

**MEMORANDUM OF UNDERSTANDING
EDUCATIONAL SUPPORT PROFESSIONAL ECFE/PRESCHOOL TEACHER
ASSISTANT ADDITION**

**Memorandum of Understanding
Between Waconia Public Schools—ISD 110 and
Education Minnesota District #110 Educational Support Professionals**

During the 2023-2026 negotiations process, the parties have agreed to add the Community Education ECFE/Preschool Teacher Assistants to the Education Minnesota District #110 Educational Support Professionals Bargaining Unit.

The Teacher Assistants (“TAs”) will be moved to the bargaining unit effective the date the MOU is signed by all parties. Details outlined in the agreement will not be retroactive other than hourly wage (see schedule below) and the 10% district contribution to medical insurance increase which will go back to July 1, 2024.

2023-2024

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$16.22	\$16.33	\$16.45	\$16.92	\$17.34	\$17.80	\$18.24	\$18.69	\$19.14	\$19.60	\$20.10

ECFE/Preschool TAs will be compensated pursuant to the pay grade provided below for the 2024-2025 school year on one step above their 2023-2024 placement, if eligible.

2024-2025

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$16.54	\$16.66	\$16.78	\$17.26	\$17.69	\$18.15	\$18.61	\$19.06	\$19.53	\$19.99	\$20.50

Employees will be compensated pursuant to the pay grades as provided below for the 2025-2026 school year on one step above their 2024-2025 placement, if eligible.

2025-2026

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$17.12	\$17.24	\$17.37	\$17.86	\$18.31	\$18.79	\$19.26	\$19.73	\$20.21	\$20.69	\$21.22

School District monthly insurance contributions:

Full-Time Employees

Year	Effective Date	Single Coverage	Single+1 Coverage	Family Coverage
2024-2025	9/1/2024	\$843.84	\$1,304.50	\$1,624.58
2025-2026	9/1/2025	\$928.22	\$1,434.96	\$1,787.04

Part-Time Employees

Year	Effective Date	Single Coverage	Single+1 Coverage	Family Coverage
2024-2025	9/1/2024	\$421.92	\$652.26	\$812.30
2025-2026	9/1/2025	\$464.12	\$717.48	\$893.52

There is no school district contribution for Part-Time II Employees.

Classification for purposes of insurance contributions will be as follows:

- A. **Full-time Employees.** Employees regularly employed and scheduled to work one thousand twenty (1,020) hours or more (average of six (6) or more hours per day) during the school year are considered full-time employees.
- B. **Part-Time Employees.** Employees regularly employed and scheduled to work more than seven hundred sixty-four (764) hours per school year but less than one thousand twenty (1,020) hours (average of 4.5 hours and less than 6 hours per day) during the school year are considered part-time employees.
- C. **Part-Time Personnel II.** Employees regularly employed and scheduled to work less than seven hundred sixty-five (765) hours per school year (average of less than 4.5 hours per day) during the school year are considered part-time personnel II.

The Community Education ECFE/Preschool TA's shall have a separate seniority list and shall accrue seniority from their first day of service.

This Memorandum of Understanding will expire on June 30, 2026.

Amanda Phenix
Union President

Dana Geller
School Board Chair

Dated this ___ day of _____ 2024

Dated this ___ day of _____ 2024

6. **Superintendent Contract Discussion**

Presenter: Member
DeBoer

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143, the School Board of Independent School District No. 110 (“School Board” or “District”) enters into this Employment Contract (“Contract”) with Brian Gersich (“Gersich”). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and Gersich agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract has a three-year term that begins on July 1, 202~~25~~²⁵, and ends on June 30, 202~~58~~⁵⁸. During the stated term, this Contract will remain in full force and effect unless: (a) it is modified by mutual written consent of the School Board and Gersich; (b) the School Board discharges Gersich in accordance with this Contract; or (c) Gersich terminates the Contract by providing one hundred and twenty (120) days advance notice.

Section 2: Expiration. This Contract will automatically expire on June 30, 202~~58~~⁵⁸. When this Contract expires, the District’s employment of Gersich will automatically end, unless the District and Gersich enter into a subsequent, written employment Contract in accordance with Minnesota Statutes section 123B.143 or its successor.

Section 3: Termination During the Term. During the term of this Contract, the District may discharge Gersich and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge Gersich from employment during the term of this Contract, the Board must give Gersich written notice of the grounds for discharge. Gersich is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, Gersich or his representative must mail, email, or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If Gersich makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties do not mutually agree on an arbitrator within five calendar days, the District may petition the Minnesota Bureau of Mediation Services (“BMS”) for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within forty-five (45) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator’s decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If Gersich (or his representative) fails to mail, email, or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, Gersich will be deemed to have acquiesced to the discharge, and Gersich will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and Gersich.

Section 5: Limited Application of Section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to Gersich's employment with the District. Except as explicitly provided under the law or in this Contract, the other provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of Gersich or to this Contract. Gersich does not have any continuing Contract rights under Minnesota Statutes section 122A.40.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, Gersich must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. Gersich must provide a copy of his superintendent's license to the District's Director of Human Resources before the start of each duty year this Contract is in effect.

Section 2: Compliance with Laws and Policies. Gersich must comply with all applicable federal and state laws. Gersich must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. Gersich must faithfully perform all services that the School Board prescribes or assigns to Gersich, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place Gersich on paid administrative leave. Regular and prompt attendance is an essential function of Gersich's job.

Section 4: Basic Duties. Gersich will have charge of the administration of the schools under the direction of the School Board. Toward that end, Gersich will perform the following functions: serve as the chief executive officer of the District; direct and assign teachers and other District employees under Gersich's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of Gersich. Gersich will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Salary. The District will pay Gersich a gross annual salary of ~~one hundred ninety-eight thousand dollars and zero cents (\$198,000.00)~~ during the 2025-2026 school year. The District will pay Gersich a gross annual salary of ~~two hundred one thousand nine hundred sixty dollars and zero cents (\$201,960.00)~~ during the 2026-2027 school year. The District will pay Gersich a gross annual salary of ~~two hundred eight thousand nineteen dollars and zero cents (\$208,019.00)~~ for 2027-2028. The annual salary may be modified, but may not be reduced during the term of this Contract. The School District will pay the gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the School District's regular payroll schedule.

Section 2: TSA Matching Payments. Gersich is eligible to participate in a tax-sheltered annuity plan through payroll deduction pursuant to Section 403(b) of the Internal Revenue Code and Minnesota law. To the extent permitted by law, the District will match Gersich's contributions to a qualifying Section 403(b) plan on a dollar-for-dollar basis, up to a maximum of ~~five thousand dollars and zero cents~~ ~~five thousand two hundred and fifty dollars and zero cents (\$5,000 \$5,250)~~ ~~at the end of~~ annually for each school year covered by this contract. ~~The payments will be distributed throughout the 24 payroll cycles.~~ Once the District has made a matching payment to the qualifying 403(b) plan, the matching payment will become the property of Gersich. ~~However, if Gersich terminates this Contract with an effective date that is before June 30 of any school year, the District will not be required to provide any additional matching payments after receiving notice of Gersich's intent to terminate. Similarly, if the District decides to discharge Gersich, the District will not be required to make any matching payment for that school year if Gersich acquiesces to the discharge or an arbitrator upholds the discharge.~~

Section 3: Responsibility for TSA Compliance. Gersich and the annuity companies involved are solely responsible for ensuring that the tax sheltered annuity ("TSA") complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. Gersich hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. Gersich also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the TSA or to assert that any District payment caused him to exceed his maximum contribution to the 403(b) plan. The District's only obligation under Article III, Section 4 is to make the specified contributions to the TSA.

Section 4: Health Reimbursement Account (HRA). Each contract year, the School District will contribute to an individual Health Reimbursement Account (HRA) on behalf of Gersich in accordance with the table below. Gersich’s prior years of service within the District will be recognized.

- Years 0–3 \$0
- Years 4–6 \$3000
- Years 7–10 \$4500
- Years 11–19 \$5800
- Years 20+ \$6500

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. Gersich’s duty year will correspond to the school year and will be from July 1 to June 30. Gersich must work full-time during the duty year, less vacation, paid holidays, and sick leave used during the duty year, including those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. Gersich must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Vacation. Gersich will earn ~~twenty-seven (27) days of paid vacation for each year that he works under this Contract (July 1 to June 30). vacation at the rate of 2.08 2.25 days for each month that he works under this Contract such that he earns a total of twenty-five seven (257) days of paid vacation during each school year (July 1 to June 30) that he works under this Contract.~~ The District will front load ~~the ten the twenty-seven (1027) days of the twenty-five (25) days~~ on July 1st for each ~~for the 2023-2023 each~~ school year, so that they are ~~that the ten (10) days are~~ immediately available for Gersich’s use. Gersich must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized for a leave taken pursuant to the Family Medical Leave Act (“FMLA”). ~~If Gersich were to terminate his employment during the fiscal year, he shall receive payment for any vacation time earned but not used. If Gerisch uses more vacation time than earned, that time would be deducted at a daily rate of pay from his final paycheck.~~ Gersich must take vacation days during the school year in which they were earned, or within six (6) months after the school year in which they were earned. To the extent permitted by law, at the end of each calendar year, Gersich may ask the School Board to contribute the value of up to ~~five six (56) days of unused vacation to a TSA 403(b) Plan, provided that the contribution does not exceed the applicable limitations on contributions imposed by the Internal Revenue Code or Minnesota law. The value of one unused vacation day (i.e. the daily rate of pay) will be the equivalent of Gersich’s gross annual salary divided by 260. Gersich will forfeit any additional vacation days that are not taken within six (6) months after the contract year in which they were earned or that are not converted to a 403(b) contribution as permitted under this paragraph.~~

Section 3: Paid Holidays. Gersich will be paid for twelve holidays each duty year covered by this Contract. Unless otherwise designated by the School Board, the paid holidays will be New Year's Day, Martin Luther King Jr. Day, Presidents' Day, ~~Good Friday Juneteenth~~, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, ~~Day Before Christmas December 24th~~, ~~Christmas Day December 25th~~, and the Day Before New Year's Day. When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the District.

Section 4: Accrual of Sick Leave. Gersich will earn sick leave at the rate of 1.25 days for each month that he works under this Contract such that he earns a total of fifteen (15) days for each school year that he works under this Contract. The District will front load ~~twelve ten~~ (10) of the fifteen (15) days on July 1st for ~~each the 2022-2023~~ school year so that ten (10) days are immediately available for Gersich's use. ~~Gersich may accumulate up to a maximum of forty five (45)~~ **one hundred and twenty (120)** days of paid sick leave during the terms and tenure as **Superintendent of Schools**. Gersich may use paid sick leave for any illness, injury, or health condition that prevents him from performing his job duties. In addition, Gersich may use paid sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending his employment with the District for any reason, Gersich is not entitled to payment for any unused days of sick leave.

Section 5: Emergency Leave. In addition to other types of leave specified in this Contract, Gersich may be granted paid emergency leave at the discretion of the School Board.

Section 6: Jury Duty. If Gersich serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that he submits to the District any compensation he receives from being called to sit as a juror, not including expense reimbursement.

Section 7: Bereavement Leave. Gersich may take up to five (5) days of bereavement leave, without loss of pay, for each death in Gersich's immediate family. For purposes of this Contract, the term "immediate family" means the spouse, child, parent, grandparent, grandchild, sibling, mother-in-law, father-in-law, daughter-in-law, and son-in-law. Days utilized for bereavement leave will not be deducted from Gersich's accumulated sick leave. Upon ending his employment with the District for any reason, Gersich is not entitled to payment for any unused days of bereavement leave.

Section 8: Workers' Compensation Differential. In accordance with Minnesota Statutes Chapter 176, if Gersich is injured while performing duties for the District and qualifies for workers' compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers' compensation insurance payments he receives during the term of this Contract. Gersich's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply once Gersich exhausts his accumulated sick leave.

Section 9: Disability Leave. If Gersich is unable to perform his regular duties because of a long-term disability, has exhausted all accumulated sick leave and vacation, and has applied for long-term disability, the District will pay Gersich two-thirds of his regular salary for up to ninety calendar days or until the expiration of the waiting period for long-term disability insurance, whichever occurs first.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and make one or more group health and hospitalization insurance plans available to Gersich. The District will pay the full amount of the monthly premiums for family coverage while this Contract is in effect. The District will immediately stop making monthly premium contributions when this Contract is terminated or the term of this Contract expires, whichever occurs first. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the 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 District. The amount of any reduction in the District's contribution toward Gersich's group health insurance premiums as a result of addressing the "highly compensated employee" component of the Affordable Care Act will be placed into another District provided benefit(s) (such as an HRA or salary) as agreed upon between the parties.

Section 2: Dental. The District will select and offer one or more dental plans to Gersich. The District will pay the full amount of the monthly premium for family coverage. The District will immediately stop making monthly premium contributions when the term of this Contract expires or the Contract is terminated, whichever occurs first.

Section 3: Life Insurance. During the term of this Contract, the District will pay the full amount of the monthly premium for a group term-life insurance policy for Gersich with a death benefit in the amount of four hundred thousand dollars and zero cents (\$400,000.00). The death benefit will be payable to Gersich's named beneficiary. The District will immediately stop making the monthly premium contributions when the term of this Contract expires or the Contract is terminated, whichever occurs first.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan for Gersich while he is an employee of the District. The District will select the LTD insurance carrier and plan.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by any type of insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of Gersich and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of denial of insurance benefits by an insurer if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or

state law, the District's obligation to make any contribution toward the cost of any premium will cease immediately upon termination of this Contract.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having Gersich attend and participate in conferences and meetings for professional growth. Accordingly, Gersich is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse Gersich for, all valid, reasonable, and necessary expenses associated with Gersich's travel to and attendance at such conferences and meetings whenever his attendance is required, directed, or permitted by the School Board. Gersich must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, Gersich must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions Gersich may attend. Such a limit will not take effect until written notice of the limit is provided to Gersich.

Section 2: Dues. Gersich is encouraged to belong to and participate in appropriate professional, educational and civic organizations when such membership will serve the best interests of the District. The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of Gersich's choice. In addition, the District will pay the dues for Gersich to be a member of civic organizations and service organizations that are mutually agreed upon by Gersich and the School Board Chair. Gersich must present appropriate statements for approval as provided by law.

Section 3: Automobile Allowance. The School Board expects Gersich to be visible in the District's schools and recognizes that Gersich must regularly use his personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay Gersich a monthly automobile allowance in the amount of four hundred dollars and zero cents (\$400.00), less any applicable withholdings and deductions. Because he receives an automobile allowance, Gersich may not submit any claim for mileage reimbursement.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although Gersich must devote full time and due diligence to the affairs and the activities of the District, he may serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede Gersich's ability to perform his duties for the District. Gersich may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of either the School Board Chair or the School Board.

Section 2: Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against Gersich arising out of or in connection with his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify Gersich to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, or in a situation where the District takes action against Gersich, including action to terminate this Contract. In addition, the District’s obligation to defend and indemnify Gersich is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Mandatory Disclosure. Before entering into this Contract, Gersich must disclose, in writing, the existence and terms of any buyout Contract, including amounts and the purpose for the payments, relating to his Contract with another school board. For purposes of this Contract, a “buyout Contract” is any Contract under which Gersich was employed as a superintendent; left before the term of the Contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 4: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect, unless the overall purpose of the Contract would be frustrated.

Section 5: Entire Contract. This Contract, including the attached Addendum, reflects the entire Contract between the parties relating to the District’s employment of Gersich. Neither party has relied upon any statements or promises that are not set forth in this Contract. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. Gersich understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied Contract between the District and Gersich. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

SUPERINTENDENT

Brian Gersich

Date

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 110

Dana Geller, School Board Chair

Date

Luke DeBoer, School Board Clerk

Date